

SERFF Tracking Number:	JEPL-126130874	State:	Arkansas
Filing Company:	The Lincoln National Life Insurance Company	State Tracking Number:	42669
Company Tracking Number:	UL 5049 ET AL		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life
	Adjustable Life		
Product Name:	UL 5049 et al LifeGuarantee UL/LifeGuarantee Plus UL 2009		
Project Name/Number:	/UL 5049 et al		

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: UL 5049 et al LifeGuarantee SERFF Tr Num: JEPL-126130874 State: Arkansas
UL/LifeGuarantee Plus UL 2009

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 42669
Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: UL 5049 ET AL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Ray Fortier, James Kane, Jeanine Taylor Disposition Date: 06/19/2009

Date Submitted: 06/16/2009 Disposition Status: Approved-Closed

Implementation Date Requested: 07/24/2009

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: UL 5049 et al

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/19/2009

Explanation for Other Group Market Type:

State Status Changed: 06/19/2009

Deemer Date:

Created By: Jeanine Taylor

Submitted By: James Kane

Corresponding Filing Tracking Number:

Filing Description:

Hon. JayBradford

Commissioner of Insurance

Compliance-Life & Health

Attn: Joe Musgrove

1200 West Third Street

Little Rock, AR 72201-1904

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Re. Individual Life Insurance Policy Forms

UL 5049 Flexible Premium Adjustable Life Insurance Policy
F5149-A Policy Data Pages for use with the above-noted Policy
F5149-B Policy Data Pages for use with the above-noted Policy
J-5899 Coverage Protection Guarantee Rider
The Lincoln National Life Insurance Company
Group & NAIC #: 020-65676

Dear Mr. Musgrove:

We are submitting the required number of copies of the above referenced policy forms for your review and approval. These are new forms and will not replace any previously approved forms. This product is a Flexible Premium Adjustable Life Insurance Policy with alternate plans of insurance. Each plan of insurance is distinguished by a unique set of data pages. Please note a Coverage Protection Guarantee Rider is included within this submission.

The following features are consistent for both plans of insurance: the individually underwritten policy will be marketed through properly licensed agents primarily for the general insurance market. The minimum specified amount for regular underwriting is \$100,000 (\$25,000 for guaranteed issue underwriting) and the issue ages for the policy are 20-85 for Standard Non-tobacco and Standard Tobacco classification, 20-80 for Preferred classes and 20-65 for Simplified and Guaranteed Issue underwriting. The premium is flexible as to amount and frequency of payment. We will use the same monthly guaranteed cost of insurance rates for regular issue, simplified issue and guaranteed issue underwriting however, guaranteed issue underwriting will have different monthly current cost of insurance rates as well as Load Basis Amounts as reflected on PAGE 4. We will use previously approved application LFF06321, which was approved on 06/16/2008 under file # 39195.

Please accept this as our assurance that we are in compliance with the requirements of Arkansas Code Ann. 23-79-138. We provide a document entitled "Important Information to Policyholders", which contains the required information. Also, please accept this as our assurance that we are in compliance with the requirements of Regulation 49 and we provide the required Guaranty Association notice.

F5149-A Policy Data Pages for use with Policy UL 5049

These insert Policy Specification pages afford the client the opportunity to select a plan that provides an extended guarantee at a lesser cost in exchange for lower interest rates and lower projected policy values.

F5149-B Policy Data Pages for use with Policy UL 5049

These insert Policy Specification pages offer the same extended guarantee, with higher interest rates and higher

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projected policy values. The guaranteed interest rate credited on policy loan collateral and the partial surrender fee as shown on PAGE 4A are different, as are certain factors used in the calculation of the Coverage Protection Guarantee.

J-5899 Coverage Protection Guarantee Rider

The Coverage Protection Guarantee Rider is an additional benefit that will be issued with the base policy as a means of providing a secondary guarantee against policy lapse. All conditions for maintaining the policy via the Coverage Protection Guarantee Rider are disclosed within the text of the rider. The policy data pages associated with the Rider will print as "PAGE 4 (CONTINUED)" and a sample is provided with the supporting documentation associated with this rider. As noted in the rider, the policy owner will receive an annual notification regarding the status of the secondary guarantee. Guaranteed issue underwriting will have different Coverage Protection Guarantee Cost of Insurance Rates and Coverage Protection Guarantee Administrative Charges. Upon approval, the rider may be used with any previously approved individual life insurance policy and any individual life insurance policies, which may be approved in the future.

We have bracketed certain items in the forms as variable information because they may change for new issues in the future (but not in-force policies). These items include: officer names/signatures and the service office address, all factors, rates and charges and the guaranteed minimum interest rate (subject to state minimum requirement). It is our understanding that changes to the bracketed items for new issues will not require a new filing of these forms. We confirm that the brackets will not actually appear on the forms at issue.

These forms appear in final printed format as issued from a laser printer. We do, however, use different computer publishing systems. It is therefore possible that actual issued forms may have a different font style than the submitted forms. As a result, page breaks may occur at different lines, line wording may not match up exactly, and the format may change.

When combined, the policy and policy data pages (F5149-A or F5149-B) achieve a Flesch score of 50.33. The Coverage Protection Guarantee Rider achieves a Flesch score of 52.17. This filing is being submitted concurrently to our Home State of Indiana and is pending approval. The appropriate certification(s), transmittal and filing fee are included, as applicable. Included with the supporting actuarial documentation are tables representing current cost of insurance rates for this policy. The base policy with corresponding policy data pages and rider will be marketed with an illustration pursuant to the illustration regulation in your State and the corresponding certification is included. To the best of our knowledge and belief, the filing complies with all the laws and regulations of your state. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

We trust that the information provided is satisfactory and look forward to your response. Unless submitted electronically, a postage-paid envelope has been enclosed for your convenience in corresponding with us. Should you require any additional information, please feel free to contact me toll-free at 1-800-258-3648, ext. 5426, or via the fax number or email address shown below.

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Product Name: UL 5049 et al LifeGuarantee UL/LifeGuarantee Plus UL 2009

Project Name/Number: /UL 5049 et al

Sincerely,

E-mail: James.Kane@lfg.com

Fax: (603) 226-512

Company and Contact

Filing Contact Information

James Kane, Compliance Analyst james.kane@lfg.com
One Granite Place 800-258-3648 [Phone] 5426 [Ext]
PO Box 515 603-226-5128 [FAX]
Concord, NH 03302-0515

Filing Company Information

The Lincoln National Life Insurance Company CoCode: 65676 State of Domicile: Indiana
350 Church Street Group Code: 20 Company Type: Life Insurance
Hartford, CT 06103 Group Name: State ID Number:
(800) 258-3648 ext. [Phone] FEIN Number: 35-0472300

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per form submission
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$50.00	06/16/2009	28610952

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/19/2009	06/19/2009

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Disposition

Disposition Date: 06/19/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Certification		No
Supporting Document	Actuarial Memorandums		No
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy Data Pages		Yes
Form	Flexible Premium Adjustable Life Insurance Policy Data Pages		Yes
Form	Coverage Protection Guarantee Rider		Yes

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Form Schedule

Lead Form Number: UL 5049

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	UL 5049	Policy/Cont Flexible Premium ract/Fratern Adjustable Life al Insurance Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.330	AR_UL_5049. pdf
	F5149-A	Data/DeclarFlexible Premium ation PagesAdjustable Life Insurance Policy Data Pages	Initial		50.330	F5149-A Generic LG UL 2009 Filing.pdf
	F5149-B	Data/DeclarFlexible Premium ation PagesAdjustable Life Insurance Policy Data Pages	Initial		50.330	F5149-B Generic LG Plus UL 2009 Filing.pdf
	J-5899	Policy/Cont Coverage Protection ract/Fratern Guarantee Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.170	J-5899 CPG Rider Generic.pdf



The Lincoln National Life Insurance Company
("The Company")

Service Office: [100 North Greene Street]
[P.O. Box 21008]
[Greensboro, NC 27420-1008]
[800-487-1485]

A Stock Company

This policy is a legal contract between You and Us. It is important that You read Your contract carefully.

We will pay the Proceeds of this policy to the beneficiary upon receipt of due proof that the death of the Insured occurred while this policy was in force. This payment and all other rights, options and benefits will be subject to the terms of this policy.

Right to Cancel Policy Within 20 days after You receive this policy, You may have it cancelled by returning it to Us, to the agent from whom You bought it, or to any of Our agents. The return of this policy will void it from the beginning and We will refund any premiums paid.

A handwritten signature in cursive script that reads 'Dennis R. Glass'.

[President]

A handwritten signature in cursive script that reads 'C. Suzanne Elmark'.

[Secretary]

Insured: [JOHN DOE]

Policy Number: [LGUL090AR]

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease as determined by declared interest and risk rates. Nonparticipating – No Dividends.

Table of Contents

Provision	Page
Summary of Policy Features	2
Policy Specifications.....	3
Definitions.....	5
Owner and Beneficiary	5
General Provisions	6
Premium Provisions.....	7
Insurance Coverage Provisions.....	8
Nonforfeiture Provisions	9
Policy Loans	11
Settlement Options	12
Table of Guaranteed Maximum Cost of Insurance Rates.....	13

Amendments, Endorsements, or Riders, if any, and a copy of the application follow Page 14.

Summary of Policy Features

This summary is an overview of the important features and operations of Your policy. It is meant to give You a basic understanding of Your policy. Specific details regarding these features are only provided in the policy provisions and cannot be fully described in a summary. **This summary is not a substitute for reading the entire policy carefully.**

Flexible Premium Adjustable Life Insurance This title is Our generic name for universal life insurance. "Flexible premium" means that You may pay premiums by any method agreeable with Us, at any time prior to the Insured's Attained Age 121 and in any amount subject to certain limitations. "Adjustable life insurance" means that You, with Our agreement, can change the death benefit to meet Your changing needs.

Coverage Duration Your policy will remain in effect to the Insured's death if You have a positive Cash Surrender Value. The addition of any secondary guarantee by Amendment, Endorsement, or Rider can also affect the coverage duration. For details, please refer to the Summary of Benefits section of any secondary guarantee Amendment, Endorsement, or Rider.

Policy Value The Policy Value is a key component of Your policy. It's where Your premiums go and where We assess Our charges for providing coverage. We apply a charge to each premium You pay, and then add the balance to the Policy Value. We deduct the cost of providing the coverage (the cost of insurance) plus the cost of any additional benefits and/or riders and administrative charges from this value each month as a "monthly deduction". We then credit interest to the difference.

Simply put, premium and interest additions increase the Policy Value; Our charges decrease the Policy Value. If additions exceed deductions, Your Policy Value increases; if deductions exceed additions, Your Policy Value decreases. If the Policy Value, less surrender charge, less Debt (Cash Surrender Value) becomes so small that We cannot take an entire monthly deduction, Your policy may terminate; see, however, the Grace Period Provision.

Variables Many variables affect Your policy's performance. The better You understand these variables, the better You will be able to monitor Your policy's performance and take advantage of its flexibility:

- **Credited Interest Rates** Credited Interest is a significant component of Your policy. Do not assume that interest rates will remain constant for any extended period of time or that interest rates credited to this policy will correlate with changes in interest rates on other policies owned by You. We can change interest rates at any time based on certain contractually identified factors subject to a minimum rate.
- **Monthly Cost of Insurance and Administrative Charges** These charges are assessed against Your Policy Value or in the case of a net premium factor assessed against the premium before it is applied to the Policy Value. These charges are applied to cover the company's cost of insurance and other expenses. These charges will be detailed in Your annual Statement of Account. We can change these charges based on certain contractually identified factors subject to the maximum guaranteed factors shown in Your policy.
- **Premium Payments** Payment of premiums, even planned premiums, may not result in Policy Value performance as originally expected. Premium payments are only one variable affecting the performance of Your Policy Value. Your policy could perform better or worse than expected due to the effect of changes in interest rates, monthly cost of insurance and administrative charges, as well as the timing, amount and frequency of Your premium payments. Obviously, if You choose to pay lower premiums or skip premium payments, such actions will have the impact of slowing Your Policy Value growth and increasing the potential that Your policy will lapse.

Monitoring Your Policy's Performance We will send You an annual Statement of Account to help You monitor Your policy's performance and compare it to Your objectives when You purchased Your policy. Begin by verifying that Your planned premiums will accomplish Your insurance objective. Ask Your life insurance agent to explain anything You do not understand. You may need to adjust Your premiums to achieve Your insurance objectives. You may Request a projection of future death benefits and Policy Values from Us at any time. We are also available to answer Your questions and assist You in making changes to Your policy.

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Definitions

Where the terms below appear in this policy, We define them as follows:

Age The Insured's Age, nearest birthday, on the Policy Date.

Amendment, Endorsement, or Rider Any form issued by Us and attached to this policy which adds, modifies, changes, or deletes any policy provisions or benefits.

Attained Age The Insured's Age as measured from the Policy Date plus the number of completed policy years.

Cash Value The Policy Value as of the date of surrender less the charge, if any, for full surrender.

Cash Surrender Value Cash Value less any Debt.

Debt The principal of a policy loan together with interest due. On any day, Debt is equal to the principal of policy loan plus accrued interest on the policy loan.

Insured The person whose life is insured under this policy.

Irrevocable Beneficiary A beneficiary named by You as irrevocable.

Issue Date The date the policy is issued at Our Service Office as stated on Page 3.

Monthly Anniversary Day The same day in each month as the Policy Date.

Nonparticipating No dividends will be paid on this policy.

Notice, Election, Request A written form, in a manner We accept, that is satisfactory to Us and filed at Our Service Office. We retain the right to specifically agree in advance to accept communication regarding a specific matter by telephone or by some other form of electronic transmission, in a manner We prescribe. We will not be held responsible for any payment or other action We have taken before Your communication is recorded at Our Service Office.

Policy Date The date We use to determine policy anniversaries and monetary values. If a requested Policy Date should fall on the 29th, 30th or 31st of a month, the Policy Date will be the 28th of such month.

Policy Value As defined in the Nonforfeiture Provisions on Page 9.

Proceeds The money We will pay as a death benefit or if the policy is surrendered for its Cash Surrender Value.

1. As a Death Claim The Proceeds will be the amount of insurance as described on Page 8.
2. Upon Surrender The Proceeds will be the Cash Surrender Value.

Service Office Our principal place of business as shown on Page 1.

"We", "Our", "Us" The Company.

"You", "Your" The Owner of this policy.

Owner and Beneficiary

Owner The Owner, at issue, is shown on the policy specifications page or in an Amendment, Endorsement, or Rider. While the Insured is alive, the Owner may exercise every right and option and receive every benefit provided by this policy. These rights, however, are subject to the written consent of any Irrevocable Beneficiary.

Beneficiary The beneficiary is as stated in the application unless later changed.

Owner and Beneficiary (Continued)

Change of Owner or Beneficiary While the Insured is alive, the Owner or beneficiary may be changed. Any change will take effect as of the date the Request is signed. The Insured need not be living when the requested change is recorded at Our Service Office, however the requested change must be delivered to Us prior to the death of the Insured.

Death of the Owner or Beneficiary If an Owner other than the Insured dies while the Insured is living, all rights and options of the Owner will belong to the Owner's executors or administrators or to the Owner's successor in interest (if the Owner is a non-natural person) unless otherwise provided. The interest of any beneficiary, including any Irrevocable Beneficiary, who dies before the Insured, will belong to the Owner unless otherwise provided.

General Provisions

The Contract This policy is issued in consideration of the application and payment of the initial premium. This policy, the attached copy of the application, any attached supplemental applications, and any Amendment, Endorsement, or Rider form the entire contract. All statements made by or for the Insured are, in the absence of fraud, considered to be representations and not warranties. We will not use any statement by or for the Insured to void this policy or to deny a claim unless it is contained in an application.

Policy Changes Only an authorized officer of the Company can change the terms of this policy or is authorized to waive provisions of this policy. A change must be in writing.

Incontestability In the absence of fraud, We will not contest this policy after it has been in force during the Insured's lifetime for 2 years from the Issue Date. An increase in the Specified Amount will not be contested after it has been in force during the Insured's lifetime for 2 years from its effective date.

Suicide If the Insured, while sane or insane, commits suicide within 2 years from the Issue Date, the amount payable will be no more than the sum of the premiums paid less any Debt and any partial surrenders. If the Insured, while sane or insane, commits suicide within 2 years from the effective date of an increase in the Specified Amount, the amount payable under such increase will be the sum of the monthly deductions for such increase. The amount payable under this provision will be paid to the beneficiary. Any amount payable will first be used to pay the interest of anyone to whom the policy has been assigned.

Assignment Only You have the right to assign this policy. We are not bound by an assignment unless it has been recorded at Our Service Office. We are not responsible for the validity or effect of any assignment.

Misstatement of Age or Sex If the Age or sex of the Insured has been misstated, the amount of death benefit will be adjusted to the amount which would have been provided by the most recent cost of insurance deduction at the true Age and sex. The Policy Value will not be affected.

Compliance with the Internal Revenue Code This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal Income Tax exclusion. If at any time the premium paid under this policy exceeds the amount allowable for such qualification, We will refund the premium to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy. We also reserve the right to refuse to make any change in the Specified Amount or the Death Benefit Option or any other change if such change would cause this policy to fail to qualify as life insurance under the Internal Revenue Code.

Modified Endowment This policy will be allowed to become a modified endowment contract under the Internal Revenue Code only with Your consent. Otherwise, if at any time the premiums paid under the policy exceed the limit for avoiding modified endowment contract status, the excess premium will be refunded to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy.

General Provisions (Continued)

Annual Report We will provide an Annual Report (Statement of Account) to You. This report will show the activity of the policy for the past policy year. It will list premiums paid, administrative charges, monthly deductions, interest credited, and partial surrenders. It will show the then current death benefit, Policy Values and Debt, as well as any other information required by state law and regulation. By comparing the actual Policy Values to the projection of values received when this policy was purchased You can determine whether this policy is performing as planned.

Upon Request, We will provide a projection of illustrative future death benefits and Policy Values. The first illustration in any policy year will be furnished free of charge. If You request more than one illustration in a policy year We reserve the right to apply a charge for this service.

Settlement Payment or settlement under this policy will be made at Our Service Office in a lump sum payment unless You elect to receive Proceeds under a settlement option as stated in the Settlement Options Provision. At the time of settlement, any Debt will be deducted. At the time of settlement, We reserve the right to require surrender of this policy.

Deferment We may defer making a partial surrender or policy loan up to 6 months after We receive Your Request, however a partial surrender or loan for payment of premiums to this policy will not be deferred.

Premium Provisions

Premium Payment The initial premium is due on the Policy Date and is payable on or before delivery of this policy. Thereafter, premiums may be paid at any time prior to the Insured's Attained Age 121 and in any amount, subject to the following conditions, unless otherwise agreed to in writing by Us, however sufficient premium must be paid to keep this policy in force.

We reserve the right to limit the amount of premiums paid in accordance with the Compliance with the Internal Revenue Code Provision and Modified Endowment Provision. We also reserve the right to require evidence of insurability satisfactory to Us for any premium payment that would result in an immediate increase in the difference between the death benefit and the Policy Value. If satisfactory evidence of insurability is not received, the premium, or any portion of the premium, may be returned. Your premiums are payable in United States currency.

Premium payments, after the first, can be made as follows:

1. Through prearranged withdrawals by contacting the Service Office;
2. Sent to any premium address designated by Us;
3. Made to Our authorized agent. We will provide a premium receipt upon Request if required by the laws of the state in which this policy is delivered.

Grace Period If on a Monthly Anniversary Day the Cash Surrender Value is less than the monthly deduction due, Your policy will enter the grace period. A grace period of 60 days will be allowed for the payment of the minimum amount needed to continue this policy.

We will notify You and any assignee of the minimum amount due at least 30 days before the end of the grace period. If the amount specified is not paid within the grace period, this policy will terminate without value at the end of such period. If the Insured dies within the grace period, the amount needed to continue this policy to the end of the policy month of death will be deducted from the amount otherwise payable.

The addition of any secondary guarantee by Amendment, Endorsement, or Rider can also affect the grace period. Please review all Amendments, Endorsements, or Riders carefully.

Premium Refund at Death Any premium paid after the beginning of the policy month of the Insured's death will be refunded as part of the Proceeds, unless You request otherwise prior to such payment.

Reinstatement Application to reinstate this policy may be made within 5 years after the date of termination and prior to the Insured's Attained Age 121 provided this policy has not been surrendered for its Cash Surrender Value. Limitations and the terms of reinstatement may be impacted by any Amendments, Endorsements, or Riders issued with this policy. Please review all Amendments, Endorsements, or Riders carefully.

Premium Provisions (Continued)

In addition to the application for reinstatement, We will require all of the following:

1. You must furnish evidence of insurability satisfactory to Us;
2. You must pay an amount that results in a Cash Surrender Value on the date of reinstatement that is sufficient to keep this policy in force for at least 2 months;
3. You must pay or reinstate any Debt.

The Cash Surrender Value on the date of reinstatement will equal:

- (a) The Policy Value at the time of policy termination; plus
- (b) Net premiums credited at the time of reinstatement; less
- (c) The surrender charge at the time of reinstatement; less
- (d) Any Debt at the time of reinstatement.

The surrender charge will be based on the duration from the original Policy Date as though the policy had never lapsed.

Reinstatement will be effective on the date We approve the application for reinstatement unless another date acceptable to Us is requested. In addition to the required payment to keep the policy in force as stated in 2. above, We recommend that You resume premium payments in order to provide coverage beyond the initial period following the date of reinstatement.

We will not contest this policy for misrepresentations made in the application for reinstatement after this policy has been in force during the lifetime of the Insured for 2 years, except for fraud, from the date of the last reinstatement.

Insurance Coverage Provisions

Death Benefit The death benefit of this policy is the larger of:

- (a) The death benefit under the Death Benefit Option in effect; or
- (b) The Policy Value at the beginning of the policy month of death times the Corridor Factor shown in the table on the policy specifications page.

The death benefit will be reduced by any Debt on the date of death. The Policy Value at the beginning of the policy month of death used in calculating the death benefit is after subtracting all parts of the monthly deduction for the policy month except for the cost of insurance.

Death Benefit Qualification Test This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal Income Tax exclusion. Two methods of qualifying as life insurance are the Cash Value Accumulation Test and the Guideline Premium Test, as defined in Internal Revenue Code Section 7702. The Death Benefit Qualification Test for this policy is shown on the policy specifications page and cannot be changed. Unless You elected otherwise, the Death Benefit Qualification Test is the Guideline Premium Test.

Death Benefit Options There are two death benefit options as described in this provision. The death benefit option for this policy is shown on the policy specifications page.

- **Option I** The death benefit is the Specified Amount on the date of death.
- **Option II** The death benefit is the Specified Amount on the date of death plus the Policy Value at the beginning of the policy month of death.

Continuation of Policy After Attained Age 121 If this policy is in force at the Insured's Attained Age 121 (but not in the grace period) the following will occur:

- (a) Your policy will continue in force for the lifetime of the Insured unless You surrender this policy;
- (b) The Death Benefit Option in effect may not be changed;
- (c) No further premium payments may be made;

Insurance Coverage Provisions (Continued)

- (d) No further monthly deductions will be taken;
- (e) Policy loans and partial surrenders can continue to be taken. Loan interest rates will apply as stated on the policy specifications page;
- (f) All supplemental Amendments, Endorsements, and Riders will terminate. This excludes any Guaranteed Minimum Death Benefit Endorsement that may be attached to this policy.

If this policy is in the grace period at the Insured's Attained Age 121, You will need to pay the minimum amount required to remove this policy from the grace period in order to guarantee continuation of this policy beyond the Insured's Attained Age 121.

Changes in Insurance Coverage Upon Request, the insurance coverage may be changed at any time after the first policy year as described in this provision.

- **Increases in Specified Amount** The Maximum Attained Age For An Increase and the Minimum For An Increase In Specified Amount are shown on the policy specifications page. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability. You will be notified of any additional load basis amount and surrender charges applicable to an increase in Specified Amount as noted on the policy specification pages.
- **Decreases in Specified Amount** A decrease in Specified Amount may be made any time after the first policy year and prior to the Insured's Attained Age 121. The Specified Amount may not be decreased below the Minimum Specified Amount shown on the policy specifications page. A decrease in the Specified Amount will apply first against insurance with the most recent effective date, with the Initial Specified Amount being last to be decreased. A surrender charge will be applied as specified in the Surrender Charges Provision.
- **Changes in Death Benefit Option** Any time after the first policy year and prior to the Insured's Attained Age 121, You may Request a change in death benefit option from Option I to Option II or from Option II to Option I. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability.

Rate Class changes may occur upon Your Request (such as a change in Tobacco User status) at any time after the first policy year, subject to satisfactory evidence of insurability, and prior to the Insured's Attained Age 121. Changes in insurance coverage will be effective on the Monthly Anniversary Day on or next following the date of approval by Us of the Request for the change, unless another date acceptable to Us is requested.

Nonforfeiture Provisions

Policy Value The Policy Value on the Policy Date will be equal to all net premiums paid for this policy, as of the Policy Date, minus the monthly deduction for the current policy month. The Policy Value of this policy is then determined on each Monthly Anniversary Day by accumulating with interest the Policy Value for the prior month increased by net premiums credited and decreased by monthly deductions and by the reduction in Policy Value caused by any partial surrender and by any surrender charges due to any decrease in Specified Amount since the preceding Monthly Anniversary Day.

On any day other than a Monthly Anniversary Day, the Policy Value will be the Policy Value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month and the reduction in Policy Value caused by any partial surrender since the preceding Monthly Anniversary Day. For the purposes of this paragraph, "Policy Date" will replace the reference to "preceding Monthly Anniversary Day" for determining values in the first policy month after issue.

In addition, if the surrender is processed as of the preceding Monthly Anniversary Day, We will refund any premium received since the preceding Monthly Anniversary Day.

Net Premium Each net premium will be computed by multiplying each premium by the Guaranteed Net Premium Factor shown on the policy specifications page. A higher net premium factor may be applied as determined by Us.

Nonforfeiture Provisions (Continued)

Interest Rate The interest rate used in the calculation of the Policy Value will never be less than the Interest Rate Used To Calculate Minimum Cash Surrender Values as shown on the policy specifications page. Interest in excess of the guaranteed rate may be applied as determined by Us. Such interest is referred to in this policy as excess interest. Excess interest is not guaranteed. Interest will be credited on any Policy Value held as security for a policy loan at the Interest Rate Credited To Policy Value Held For Policy Loan Collateral as shown on the policy specifications page.

Interest will begin to accumulate as of the date the net premium is credited.

Monthly Deduction The monthly deduction for a policy month will be computed as (1) plus (2) where:

- (1) is the cost of insurance and the cost of any additional benefits provided by Rider for the policy month.
- (2) is the sum of all administrative charges for the policy and any attached riders shown on the policy specifications pages as being due for the policy month.

If there is an increase in the Specified Amount, additional charges will be in effect for the increase as shown on the policy specifications pages. You will receive written notification from Us of any change.

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month. The net amount at risk for the Policy Value calculation is computed as (1) minus (2) where:

- (1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the guaranteed interest rate.
- (2) is the Policy Value at the beginning of the month after subtracting all parts of the monthly deduction other than the cost of insurance.

For months in which Death Benefit Option I is in effect, for the purpose of allocating the cost of insurance between different parts of the Specified Amount, the Policy Value will be considered as part of the Initial Specified Amount. If such value exceeds the Initial Specified Amount, any excess will be considered part of the earliest addition to the Specified Amount. This allocation will continue in order of all additions to the Specified Amount until all value is allocated.

Cost of Insurance Rates The monthly cost of insurance rates are determined by Us. The Tables of Guaranteed Maximum Cost of Insurance Rates are shown in the policy commencing on Page 13. We may use rates lower than these guaranteed maximum rates. We will never use higher rates. The guaranteed maximum rates are based on the Mortality Table shown on Page 4.

Continuation of Insurance This policy and all Amendments, Endorsements, and Riders will continue in force according to the terms of the policy and any Amendments, Endorsements, and Riders as long as the Cash Surrender Value is sufficient to cover the monthly deduction. The addition of any secondary guarantee by Amendment, Endorsement, or Rider can also affect the continuation of insurance. Please refer to any Amendment, Endorsement, or Rider for details. If the Cash Surrender Value is insufficient, the policy will terminate according to the Grace Period Provision. If premiums are discontinued on any date, the Cash Surrender Value on that date will be used to provide insurance under this provision.

Basis of Values Minimum Policy Values are based on the mortality assumptions and interest rates shown on the policy specifications page. The values for this policy are at least equal to the minimum required by law. If required, a detailed statement of the method used to determine Policy Values and reserves has been filed with the states in which this policy is delivered.

Changes in Rates At Our sole discretion, We may change the monthly cost of insurance rates or excess interest rate at any time. We will base any change on Our future expectations as to investment earnings, mortality, persistency, expenses and taxes. We will not make any change in order to distribute past gains or recoup prior losses. Any change in the monthly cost of insurance rates will apply to all Insureds with the same combination of the following: Issue Age/Attained Age, sex, Initial Specified Amount, underwriting method at issue, length of time the policy has been in force and Rate Class. Changes in rates will affect the future Policy Value. Changes in rates may also affect the length of insurance coverage.

Nonforfeiture Provisions (Continued)

Surrender and Surrender Value Upon Request, You may surrender this policy for its Cash Surrender Value. Surrender within 31 days after a policy anniversary date will be treated as a surrender on that date, otherwise the surrender Request will be effective on the Monthly Anniversary Day nearest the date We receive Your Request.

Partial Surrender Upon Request, You may make a partial surrender of this policy. The partial surrender may be for any amount equal to or greater than the Partial Surrender Minimum Amount shown on the policy specifications page, not to exceed the Partial Surrender Maximum Amount shown on the policy specifications page.

When a partial surrender is made:

1. The Policy Value will be reduced by the amount of the partial surrender, plus the Partial Surrender Fee shown on the policy specifications page, plus any partial surrender charge if the partial surrender results in a decrease in Specified Amount;
2. The death benefit will be reduced by the amount at least equal to the reduction in Policy Value. Such a reduction may be produced without changing the Specified Amount. If not, We will reduce the Specified Amount so that the reduction in death benefit is equal to the reduction in value. A partial surrender cannot be allowed if it would reduce the Specified Amount below the Minimum Specified Amount shown on the policy specifications page. If a partial surrender would cause a reduction in Specified Amount, it will be treated the same as a decrease in Specified Amount as explained in the Decreases in Specified Amount Provision on Page 9.

Surrender Charges The charge for full surrender will be the amount shown on the policy specifications page for the number of completed policy months preceding surrender. There will be a partial charge if there is a decrease in the Specified Amount for any reason (other than a decrease due to a Death Benefit Option change) while there is a surrender charge in effect. If there is an increase in the Specified Amount, an additional surrender charge may be in effect for the increase. If there is an additional surrender charge in effect for an increase in Specified Amount, You will be notified of new surrender charges applicable.

Surrender charges are computed based on the number of thousands of Specified Amount. The partial charge for a decrease in Specified Amount will be based on the per thousand charge for the number of thousands of the decrease. A decrease in Specified Amount will apply first against insurance with the most recent effective date.

Policy Loans

When Available A loan may be obtained by Request when this policy has a loan value. This policy will be the sole security for the loan.

Amount Available The loan value at any time is the then current Cash Value on the date of determination.

The maximum additional loan at any time is the loan value at that time less:

1. Any existing loan;
2. Accrued interest on any existing loan; and
3. Interest on the total outstanding loan to the end of the policy year.

Loan Interest Interest on a policy loan is due and payable on each policy anniversary. If You do not pay the interest when it is due, We will add the amount of interest to the loan. We will charge interest on this amount at the same interest being charged on the loan.

The effective annual Policy Loan Interest Rate charged is shown on the policy specifications page.

You must assign this policy to Us to the extent of the outstanding loan. If the Insured dies, We will deduct the outstanding loan from the death benefit before We pay the death benefit to the beneficiary.

Loan Repayments You may repay all or part of a loan at any time while this policy is in force. Each partial repayment must be at least \$25.00.

Every payment to Us on this policy will be considered a premium payment unless clearly marked for loan repayment or for payment of loan interest.

Maximum Loan Amount If the Debt at any time equals or exceeds the loan value, this policy will enter the grace period.

Settlement Options

When the Insured dies while the policy is in force, Proceeds may be paid in a lump sum or left with Us for payment under a settlement option that We make available.

When this policy becomes a claim due to the death of the Insured, settlement will be made within 30 days after receipt of due proof of death. If the Proceeds are not paid within 30 days, We shall pay interest on the Proceeds from the date of death of the Insured to the date when Proceeds are paid. Interest shall be paid at the rate described in Ark. Code Ann. 23-81-118.

The amount applied under an option for the benefit of any beneficiary must be at least \$2,500.00. The amount of each payment under an option must be at least \$25.00.

You may make, change or revoke an Election at any time while the Insured is alive. Following the death of the Insured, the beneficiary may elect an option if You have not elected one or if Proceeds are payable in one sum. A beneficiary may make a change in payment under a settlement option You elect only if You provided for it in Your Election.

A change of beneficiary automatically cancels a previous Election of a settlement option.

If this policy is assigned, the assignee's portion of Proceeds will be paid in one sum. Any balance of Proceeds may be applied under a settlement option.

To the extent allowed by law, all payments under the policy will be free from creditor claims or legal process.

Table of Guaranteed Maximum Cost of Insurance Rates – Male

Basis of Calculation
Mortality Table as shown on Page 4.

Attained Age			Monthly Rate Per \$1,000		Attained Age		Monthly Rate Per \$1,000		Attained Age		Monthly Rate Per \$1,000	
					</							

Table of Guaranteed Maximum Cost of Insurance Rates – Female

Basis of Calculations
Mortality Table as shown on Page 4.

Attained Age	Monthly Rate Per \$1,000		Attained Age	Monthly Rate Per \$1,000		Attained Age	Monthly Rate Per \$1,000		Attained Age	Monthly Rate Per \$1,000	
	*Non-Tobacco User	Tobacco User		*Non-Tobacco User	Tobacco User		*Non-Tobacco User	Tobacco User		*Non-Tobacco User	Tobacco User
			30	0.05335	0.08587	60	0.61877	1.17169	90	10.65716	13.74743
			31	0.05668	0.09338	61	0.67164	1.26544	91	11.13848	13.93102
			32	0.06002	0.09922	62	0.72959	1.37113	92	12.09273	14.68487
			33	0.06336	0.10673	63	0.78925	1.47694	93	13.52742	15.91312
			34	0.06836	0.11591	64	0.85400	1.58881	94	15.37195	17.50492
			35	0.07420	0.12759	65	0.92553	1.71101	95	17.70248	19.96740
			36	0.07920	0.13760	66	1.00470	1.84103	96	19.97365	22.27967
			37	0.08587	0.14929	67	1.09153	1.98741	97	22.37368	24.66466
			38	0.08921	0.15680	68	1.18857	2.14854	98	22.79151	24.78100
			39	0.09422	0.16682	69	1.29502	2.32363	99	24.20411	25.97065
			40	0.10006	0.17684	70	1.41259	2.51963	100	26.49423	28.05419
			41	0.10589	0.18853	71	1.54811	2.74352	101	29.00286	30.33527
			42	0.11257	0.20273	72	1.69997	2.99122	102	31.88786	32.91627
			43	0.12091	0.21943	73	1.86484	3.25861	103	35.14321	35.77169
			44	0.13093	0.23865	74	2.04621	3.55277	104	38.87265	38.97711
			45	0.14261	0.26121	75	2.24758	3.84964	105	43.09248	43.19536
16	0.03249	0.03416	46	0.15597	0.28628	76	2.46909	4.17453	106	47.64149	47.74134
17	0.03416	0.03833	47	0.17266	0.31806	77	2.71347	4.52511	107	52.56350	52.66166
18	0.03499	0.04166	48	0.19103	0.35737	78	2.98433	4.90432	108	57.81604	57.91236
19	0.03749	0.04500	49	0.21108	0.40172	79	3.27761	5.31604	109	63.65206	63.74660
20	0.03751	0.04835	50	0.23447	0.45028	80	3.60652	5.76162	110	70.06599	70.15869
21	0.03834	0.05085	51	0.26037	0.50306	81	4.05506	6.39253	111	71.39272	71.47616
22	0.04001	0.05418	52	0.28963	0.56089	82	4.56366	7.08284	112	72.71945	72.79362
23	0.04001	0.05585	53	0.32140	0.62212	83	5.07336	7.76030	113	74.04619	74.11108
24	0.04168	0.06002	54	0.35486	0.68927	84	5.64004	8.49414	114	75.37292	75.42854
25	0.04168	0.06419	55	0.39084	0.75983	85	6.28261	9.23953	115	76.69966	76.74601
26	0.04418	0.06753	56	0.43269	0.83550	86	6.86953	9.86560	116	78.02639	78.06348
27	0.04751	0.07253	57	0.47625	0.91627	87	7.76030	10.86742	117	79.35313	79.38094
28	0.04835	0.07670	58	0.52317	0.99459	88	8.70032	11.87864	118	80.67986	80.69840
29	0.05168	0.08254	59	0.57012	1.08141	89	9.71331	12.90713	119	83.33333	83.33333
									120	83.33333	83.33333

*Applies to Preferred and Preferred Plus Rate Classes.

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The Lincoln National Life Insurance Company

("The Company")

Service Office: [100 North Greene Street]
[P.O. Box 21008]
[Greensboro, NC 27420-1008]
[800-487-1485]

A Stock Company

When writing the Service Office, please give the policy number, Insured's full name and Your address.

Important Information

This policy is a valuable asset. Read it carefully and file it with Your other valuable papers. If You need any of the following services, contact your Lincoln National Life Insurance Company Agent or Our Service Office at [800-487-1485]:

1. Information about this policy.
2. Preparation of claims papers, or other Notices, Elections or Requests.
3. Examination of any proposal that You lapse or surrender this policy, this is for Your own protection.
4. Additional life insurance service.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease as determined by declared interest and risk rates. Nonparticipating – No Dividends.

SCHEDULE OF BENEFITS AND PREMIUMS – POLICY NUMBER[LNL-0005049]

FORM NUMBER	BENEFIT	ISSUE DATE	MONTHLY DEDUCTION	RATE CLASS	YEARS PAYABLE
[UL 5049]	INITIAL SPECIFIED AMOUNT [100,000]	[MAY 1, 2009]	[SEE PAGE 10]	[STD NON-TOBACCO USER]	[86]
[J-5899]	COVERAGE PROTECTION GUARANTEE RIDER	[MAY 1, 2009]	[SEE RIDER]	[STD NON-TOBACCO USER]	[SEE RIDER]

POLICY SPECIFICATIONS

NOTE: THIS POLICY PROVIDES LIFE INSURANCE COVERAGE TO THE DEATH OF THE INSURED IF SUFFICIENT PREMIUMS ARE PAID. THE DURATION OF COVERAGE WILL DEPEND ON THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS, INTEREST CREDITED, COST OF INSURANCE, ADMINISTRATIVE CHARGES, ANY LOANS OR PARTIAL SURRENDERS, ANY AMENDMENT, ENDORSEMENT, OR RIDER, AS APPLICABLE, AND THE COST OF ADDITIONAL BENEFITS. THE PLANNED PREMIUM MAY NEED TO BE INCREASED TO KEEP THIS POLICY AND THE COVERAGE IN FORCE.

OWNER: [JOHN DOE, THE INSURED]

BENEFICIARY: [AS STATED IN THE APPLICATION UNLESS LATER CHANGED.]

INSURED: [JOHN DOE]

POLICY NUMBER: [LN-0005049]

POLICY DATE: [MAY 1, 2009]

AGE AND SEX: [35 MALE]

SPECIFIED AMOUNT: \$[100,000]

DEATH BENEFIT OPTION: [I]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [UL 5049]
PLANNED PREMIUM: \$[1,000.00] [ANNUAL]
MINIMUM SPECIFIED AMOUNT: \$[100,000]

NO PREMIUM PAYMENT MAY BE LESS THAN \$[200.00] ANNUALLY OR \$[15.00] IF PAID BY ELECTRONIC FUNDS TRANSFER.

FACTORS USED IN THE CALCULATION OF POLICY VALUES

LOAD BASIS AMOUNT: \$[624.00]

MONTHLY ADMINISTRATIVE CHARGES:

1. \$[14.00] IN POLICY MONTHS [1-12].
\$[4.00] IN POLICY MONTHS [13 AND LATER] UNTIL THE INSURED'S ATTAINED AGE 121.
2. [2.00]% OF LOAD BASIS AMOUNT FOR ALL POLICY MONTHS UNTIL THE INSURED'S ATTAINED AGE 121.

THE LOAD BASIS AMOUNT SHOWN ABOVE IS BASED ON THE INITIAL SPECIFIED AMOUNT. YOU WILL BE NOTIFIED OF ANY ADDITIONAL LOAD BASIS AMOUNT APPLICABLE TO AN INCREASE IN SPECIFIED AMOUNT. A DECREASE IN SPECIFIED AMOUNT WILL HAVE NO EFFECT ON THIS MONTHLY ADMINISTRATIVE CHARGE.

GUARANTEED NET PREMIUM FACTOR:

[85.00]% OF PREMIUM PAID IN ALL POLICY YEARS UNTIL THE INSURED'S ATTAINED AGE 121. AFTER THE INSURED'S ATTAINED AGE 121, NO FURTHER PREMIUM PAYMENTS MAY BE MADE.

MORTALITY TABLE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES:

[ULTIMATE 2001 CSO AGE NEAREST BIRTHDAY, MALE/FEMALE, NONSMOKER OR SMOKER]

INTEREST RATE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES: [3.00]% PER YEAR

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [UL 5049]

TABLE OF SURRENDER CHARGES PER \$1,000 OF INITIAL SPECIFIED AMOUNT

POLICY MONTH	SURRENDER CHARGE
[1-12	22.76
13-24	21.86
25-36	20.93
37-48	19.97
49-60	18.98
61-72	17.96
73-84	16.92
85-96	15.84
97-108	14.73
109-120	13.59
121-132	12.41
133-144	11.20
145-156	9.95
157-168	8.66
169-180	7.33
181-192	5.96
193-204	4.54
205-216	3.08
217-228	1.57
229 AND LATER	0.00]

THE SURRENDER CHARGES ABOVE ARE BASED ON THE INITIAL SPECIFIED AMOUNT. ADDITIONAL SURRENDER CHARGES RELATED TO ANY INCREASE IN SPECIFIED AMOUNT WILL BEGIN FROM THE EFFECTIVE DATE OF THE INCREASE IN COVERAGE. YOU WILL BE NOTIFIED OF THE ADDITIONAL CHARGES.

IN NO EVENT WILL THE CHARGE ASSESSED UPON A FULL SURRENDER EXCEED THE THEN CURRENT POLICY VALUE LESS ANY DEBT.

POLICY LOAN INTEREST RATE CHARGED IN ARREARS: [6.00]% PER YEAR UP TO THE INSURED'S ATTAINED AGE 121, [4.00]% PER YEAR AFTER INSURED'S ATTAINED AGE 121.

INTEREST RATE CREDITED TO POLICY VALUE HELD FOR POLICY LOAN COLLATERAL IS [4.00]% PER YEAR IN ALL POLICY YEARS.

PARTIAL SURRENDER MINIMUM AMOUNT: \$[500.00]

PARTIAL SURRENDER MAXIMUM AMOUNT: NOT TO EXCEED THE CASH SURRENDER VALUE LESS \$[500.00].

PARTIAL SURRENDER FEE NOT TO EXCEED: \$[25.00]

MAXIMUM ATTAINED AGE FOR AN INCREASE: [85]

MINIMUM FOR AN INCREASE IN SPECIFIED AMOUNT: \$[1,000.00]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]

POLICY NUMBER: [LNL-0005049]

FORM NUMBER: [UL 5049]

DEATH BENEFIT QUALIFICATION TEST – [GUIDELINE PREMIUM TEST]

TABLE OF CORRIDOR FACTORS

ATTAINED AGE	CORRIDOR FACTOR	ATTAINED AGE	CORRIDOR FACTOR
[35	2.50	70	1.15
36	2.50	71	1.13
37	2.50	72	1.11
38	2.50	73	1.09
39	2.50	74	1.07
40	2.50	75	1.05
41	2.43	76	1.05
42	2.36	77	1.05
43	2.29	78	1.05
44	2.22	79	1.05
45	2.15	80	1.05
46	2.09	81	1.05
47	2.03	82	1.05
48	1.97	83	1.05
49	1.91	84	1.05
50	1.85	85	1.05
51	1.78	86	1.05
52	1.71	87	1.05
53	1.64	88	1.05
54	1.57	89	1.05
55	1.50	90	1.05
56	1.46	91	1.04
57	1.42	92	1.03
58	1.38	93	1.02
59	1.34	94	1.01
60	1.30	95 AND	1.00]
61	1.28	LATER	
62	1.26		
63	1.24		
64	1.22		
65	1.20		
66	1.19		
67	1.18		
68	1.17		
69	1.16		

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE REINSTATEMENT PROVISION PERIOD: WITHIN [90 DAYS] AFTER THE DATE OF TERMINATION AND PRIOR TO THE INSURED'S ATTAINED AGE 121. LIMITATIONS MAY APPLY TO REINSTATEMENT OF THE RIDER AND ARE SPECIFIED WITHIN THE RIDER.

CREDITED INTEREST RATE USED IN THE CALCULATION OF THE COVERAGE PROTECTION GUARANTEE FOR THE STATED DURATION OR TO THE EARLIER OF THE INSURED'S ATTAINED AGE 121:

CPA I INTEREST RATES: [0.00]% FOR THE [FIRST] POLICY YEAR; [6.70]% FOR POLICY YEARS [2-10]; [5.80]% FOR POLICY YEARS [11-25] AND [5.60]% FOR POLICY YEARS [26 AND THEREAFTER].

CPA II INTEREST RATES: [0.00]% FOR THE [FIRST] POLICY YEAR; [6.70]% FOR POLICY YEARS [2-10]; [5.80]% FOR POLICY YEARS [11-25] AND [5.60]% FOR POLICY YEARS [26 AND THEREAFTER].

CPA III INTEREST RATES: [3.00]% FOR ALL POLICY YEARS.

FACTORS USED IN THE CALCULATION OF THE COVERAGE PROTECTION GUARANTEE MONTHLY DEDUCTION:
COVERAGE PROTECTION GUARANTEE MONTHLY PROCESSING FEE FOR INITIAL SPECIFIED AMOUNT: \$[10.00]. YOU WILL BE NOTIFIED OF ANY ADDITIONAL MONTHLY PROCESSING FEE APPLICABLE TO AN INCREASE.

COVERAGE PROTECTION GUARANTEE BONUS RATE USED FOR DETERMINING THE COVERAGE PROTECTION GUARANTEE MONTHLY DEDUCTION: [2.33]

PREMIUM PAID IN POLICY YEARS	COVERAGE PROTECTION GUARANTEE NET PREMIUM FACTOR
[1	87.00%
2	87.00%
3	87.00%
4	87.00%
5	87.00%
6	87.00%
7	87.00%
8	87.00%
9	87.00%
10	87.00%
11 AND LATER	0.00%]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
 POLICY NUMBER: [LNL-0005049]
 FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE
 COST OF INSURANCE RATES PER \$1,000 OF INITIAL SPECIFIED AMOUNT

POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE
[1	0.00000	0.00000	31	0.15330	1.42580	61	2.95680	22.26580
2	0.00760	0.06000	32	0.15840	1.56830	62	3.16630	23.64910
3	0.00980	0.07160	33	0.16050	1.71250	63	3.38120	25.12410
4	0.01120	0.08410	34	0.16340	1.86830	64	3.60160	26.69830
5	0.01270	0.09580	35	0.16260	2.02750	65	3.82660	28.37830
6	0.01360	0.10750	36	0.16210	2.22250	66	0.00000	30.17500
7	0.01530	0.11910	37	0.18410	2.44000	67	0.00000	31.60080
8	0.01720	0.13080	38	0.21120	2.72750	68	0.00000	33.12000
9	0.01940	0.14410	39	0.23890	3.02910	69	0.00000	34.73660
10	0.02130	0.16000	40	0.27370	3.34750	70	0.00000	36.45660
11	0.02400	0.18160	41	0.30960	3.69410	71	0.00000	38.26080
12	0.02640	0.20580	42	0.34630	4.05330	72	0.00000	40.17910
13	0.02950	0.23410	43	0.38310	4.47000	73	0.00000	42.21830
14	0.03280	0.26160	44	0.42890	4.95500	74	0.00000	44.38580
15	0.03670	0.28910	45	0.47460	5.51250	75	0.00000	46.68830
16	0.04080	0.31330	46	0.53040	6.11750	76	0.00000	49.13250
17	0.04510	0.34080	47	0.59950	6.80250	77	0.00000	51.72830
18	0.04960	0.37000	48	0.68270	7.51000	78	0.00000	54.48330
19	0.05420	0.40830	49	0.76760	8.26580	79	0.00000	57.40910
20	0.05950	0.44910	50	0.87220	9.10000	80	0.00000	60.51250
21	0.06500	0.49500	51	0.98220	10.02580	81	0.00000	63.80580
22	0.07150	0.54750	52	1.09340	11.04910	82	0.00000	67.29910
23	0.07820	0.60330	53	1.20720	12.15660	83	0.00000	71.00410
24	0.08540	0.66000	54	1.34140	13.33500	84	0.00000	74.93500
25	0.09380	0.72330	55	1.47750	14.56830	85	0.00000	79.10160
26	0.10320	0.82080	56	1.63170	15.84410	86	0.00000	83.33330]
27	0.11160	0.91250	57	1.84410	17.02500			
28	0.12220	1.02580	58	2.08640	18.24580			
29	0.13120	1.15250	59	2.34670	19.52330			
30	0.14290	1.28580	60	2.63530	20.86580			

THE COST OF INSURANCE RATES ABOVE ARE USED IN DETERMINING THE COVERAGE PROTECTION GUARANTEE ACCOUNT VALUE.

PLAN OF INSURANCE FLEXIBLE PREMIUM
 ADJUSTABLE LIFE

INSURED: [JOHN DOE]
 POLICY NUMBER: [LNL-0005049]
 FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE TABLE OF ADMINISTRATIVE CHARGES

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
[1	39.62	31	39.00	61	39.00
2	39.00	32	39.00	62	39.00
3	39.00	33	39.00	63	39.00
4	39.00	34	39.00	64	39.00
5	39.00	35	39.00	65	39.00
6	39.00	36	39.00	66 AND	0.00]
7	39.00	37	39.00	LATER	
8	39.00	38	39.00		
9	39.00	39	39.00		
10	39.00	40	39.00		
11	39.00	41	39.00		
12	39.00	42	39.00		
13	39.00	43	39.00		
14	39.00	44	39.00		
15	39.00	45	39.00		
16	39.00	46	39.00		
17	39.00	47	39.00		
18	39.00	48	39.00		
19	39.00	49	39.00		
20	39.00	50	39.00		
21	39.00	51	39.00		
22	39.00	52	39.00		
23	39.00	53	39.00		
24	39.00	54	39.00		
25	39.00	55	39.00		
26	39.00	56	39.00		
27	39.00	57	39.00		
28	39.00	58	39.00		
29	39.00	59	39.00		
30	39.00	60	39.00		

THE ADMINISTRATIVE CHARGES ABOVE, USED IN DETERMINING THE COVERAGE PROTECTION GUARANTEE ACCOUNT VALUE, ARE BASED ON THE INITIAL SPECIFIED AMOUNT.

PLAN OF INSURANCE FLEXIBLE PREMIUM
 ADJUSTABLE LIFE

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SCHEDULE OF BENEFITS AND PREMIUMS – POLICY NUMBER[LNL-0005049]

FORM NUMBER	BENEFIT	ISSUE DATE	MONTHLY DEDUCTION	RATE CLASS	YEARS PAYABLE
[UL 5049]	INITIAL SPECIFIED AMOUNT [100,000]	[MAY 1, 2009]	[SEE PAGE 10]	[STD NON-TOBACCO USER]	[86]
[J-5899]	COVERAGE PROTECTION GUARANTEE RIDER	[MAY 1, 2009]	[SEE RIDER]	[STD NON-TOBACCO USER]	[SEE RIDER]

POLICY SPECIFICATIONS

NOTE: THIS POLICY PROVIDES LIFE INSURANCE COVERAGE TO THE DEATH OF THE INSURED IF SUFFICIENT PREMIUMS ARE PAID. THE DURATION OF COVERAGE WILL DEPEND ON THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS, INTEREST CREDITED, COST OF INSURANCE, ADMINISTRATIVE CHARGES, ANY LOANS OR PARTIAL SURRENDERS, ANY AMENDMENT, ENDORSEMENT, OR RIDER, AS APPLICABLE, AND THE COST OF ADDITIONAL BENEFITS. THE PLANNED PREMIUM MAY NEED TO BE INCREASED TO KEEP THIS POLICY AND THE COVERAGE IN FORCE.

OWNER: [JOHN DOE, THE INSURED]

BENEFICIARY: [AS STATED IN THE APPLICATION UNLESS LATER CHANGED.]

INSURED: [JOHN DOE]

POLICY NUMBER: [LN-0005049]

POLICY DATE: [MAY 1, 2009]

AGE AND SEX: [35 MALE]

SPECIFIED AMOUNT: \$[100,000]

DEATH BENEFIT OPTION: [I]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [UL 5049]
PLANNED PREMIUM: \$[1,000.00] [ANNUAL]
MINIMUM SPECIFIED AMOUNT: \$[100,000]

NO PREMIUM PAYMENT MAY BE LESS THAN \$[200.00] ANNUALLY OR \$[15.00] IF PAID BY ELECTRONIC FUNDS TRANSFER.

FACTORS USED IN THE CALCULATION OF POLICY VALUES

LOAD BASIS AMOUNT: \$[624.00]

MONTHLY ADMINISTRATIVE CHARGES:

1. \$[14.00] IN POLICY MONTHS [1-12].
\$[4.00] IN POLICY MONTHS [13 AND LATER] UNTIL THE INSURED'S ATTAINED AGE 121.
2. GUARANTEED [2.00]% OF LOAD BASIS AMOUNT FOR ALL POLICY MONTHS UNTIL THE INSURED'S ATTAINED AGE 121.

THE LOAD BASIS AMOUNT SHOWN ABOVE IS BASED ON THE INITIAL SPECIFIED AMOUNT. YOU WILL BE NOTIFIED OF ANY ADDITIONAL LOAD BASIS AMOUNT APPLICABLE TO AN INCREASE IN SPECIFIED AMOUNT. A DECREASE IN SPECIFIED AMOUNT WILL HAVE NO EFFECT ON THIS MONTHLY ADMINISTRATIVE CHARGE.

GUARANTEED NET PREMIUM FACTOR:

[92.50]% OF PREMIUM PAID IN ALL POLICY YEARS UNTIL THE INSURED'S ATTAINED AGE 121. AFTER THE INSURED'S ATTAINED AGE 121, NO FURTHER PREMIUM PAYMENTS MAY BE MADE.

MORTALITY TABLE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES:

[ULTIMATE 2001 CSO AGE NEAREST BIRTHDAY, MALE/FEMALE, NONSMOKER OR SMOKER]

INTEREST RATE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES: [3.00]% PER YEAR

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [UL 5049]

TABLE OF SURRENDER CHARGES PER \$1,000 OF INITIAL SPECIFIED AMOUNT

POLICY MONTH	SURRENDER CHARGE
[1-12	22.76
13-24	21.86
25-36	20.93
37-48	19.97
49-60	18.98
61-72	17.96
73-84	16.92
85-96	15.84
97-108	14.73
109-120	13.59
121-132	12.41
133-144	11.20
145-156	9.95
157-168	8.66
169-180	7.33
181-192	5.96
193-204	4.54
205-216	3.08
217-228	1.57
229 AND LATER	0.00]

THE SURRENDER CHARGES ABOVE ARE BASED ON THE INITIAL SPECIFIED AMOUNT. ADDITIONAL SURRENDER CHARGES RELATED TO ANY INCREASE IN SPECIFIED AMOUNT WILL BEGIN FROM THE EFFECTIVE DATE OF THE INCREASE IN COVERAGE. YOU WILL BE NOTIFIED OF THE ADDITIONAL CHARGES.

IN NO EVENT WILL THE CHARGE ASSESSED UPON A FULL SURRENDER EXCEED THE THEN CURRENT POLICY VALUE LESS ANY DEBT.

POLICY LOAN INTEREST RATE CHARGED IN ARREARS: [6.00]% PER YEAR UP TO THE INSURED'S ATTAINED AGE 121, [4.00]% PER YEAR AFTER INSURED'S ATTAINED AGE 121.

INTEREST RATE CREDITED TO POLICY VALUE HELD FOR POLICY LOAN COLLATERAL IS [4.00]% PER YEAR IN ALL POLICY YEARS.

PARTIAL SURRENDER MINIMUM AMOUNT: \$[500.00]

PARTIAL SURRENDER MAXIMUM AMOUNT: NOT TO EXCEED THE CASH SURRENDER VALUE LESS \$[500.00].

PARTIAL SURRENDER FEE NOT TO EXCEED: \$[5.00]

MAXIMUM ATTAINED AGE FOR AN INCREASE: [85]

MINIMUM FOR AN INCREASE IN SPECIFIED AMOUNT: \$[1,000.00]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]

POLICY NUMBER: [LNL-0005049]

FORM NUMBER: [UL 5049]

DEATH BENEFIT QUALIFICATION TEST – [GUIDELINE PREMIUM TEST]

TABLE OF CORRIDOR FACTORS

ATTAINED AGE	CORRIDOR FACTOR	ATTAINED AGE	CORRIDOR FACTOR
[35	2.50	70	1.15
36	2.50	71	1.13
37	2.50	72	1.11
38	2.50	73	1.09
39	2.50	74	1.07
40	2.50	75	1.05
41	2.43	76	1.05
42	2.36	77	1.05
43	2.29	78	1.05
44	2.22	79	1.05
45	2.15	80	1.05
46	2.09	81	1.05
47	2.03	82	1.05
48	1.97	83	1.05
49	1.91	84	1.05
50	1.85	85	1.05
51	1.78	86	1.05
52	1.71	87	1.05
53	1.64	88	1.05
54	1.57	89	1.05
55	1.50	90	1.05
56	1.46	91	1.04
57	1.42	92	1.03
58	1.38	93	1.02
59	1.34	94	1.01
60	1.30	95 AND	1.00]
61	1.28	LATER	
62	1.26		
63	1.24		
64	1.22		
65	1.20		
66	1.19		
67	1.18		
68	1.17		
69	1.16		

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE REINSTATEMENT PROVISION PERIOD: WITHIN [90 DAYS] AFTER THE DATE OF TERMINATION AND PRIOR TO THE INSURED'S ATTAINED AGE 121. LIMITATIONS MAY APPLY TO REINSTATEMENT OF THE RIDER AND ARE SPECIFIED WITHIN THE RIDER.

CREDITED INTEREST RATE USED IN THE CALCULATION OF THE COVERAGE PROTECTION GUARANTEE FOR THE STATED DURATION OR TO THE EARLIER OF THE INSURED'S ATTAINED AGE 121:

CPA I INTEREST RATES: [0.00]% FOR THE [FIRST] POLICY YEAR; [6.70]% FOR POLICY YEARS [2-10]; [5.80]% FOR POLICY YEARS [11-25] AND [5.60]% FOR POLICY YEARS [26 AND THEREAFTER].

CPA II INTEREST RATES: [0.00]% FOR THE [FIRST] POLICY YEAR; [6.70]% FOR POLICY YEARS [2-10]; [5.80]% FOR POLICY YEARS [11-25] AND [5.60]% FOR POLICY YEARS [26 AND THEREAFTER].

CPA III INTEREST RATES: [3.00]% FOR ALL POLICY YEARS.

FACTORS USED IN THE CALCULATION OF THE COVERAGE PROTECTION GUARANTEE MONTHLY DEDUCTION:
COVERAGE PROTECTION GUARANTEE MONTHLY PROCESSING FEE FOR INITIAL SPECIFIED AMOUNT: \$[10.00]. YOU WILL BE NOTIFIED OF ANY ADDITIONAL MONTHLY PROCESSING FEE APPLICABLE TO AN INCREASE.

COVERAGE PROTECTION GUARANTEE BONUS RATE USED FOR DETERMINING THE COVERAGE PROTECTION GUARANTEE MONTHLY DEDUCTION: [2.33]

PREMIUM PAID IN POLICY YEARS	COVERAGE PROTECTION GUARANTEE NET PREMIUM FACTOR
[1	74.50%
2	74.50%
3	74.50%
4	74.50%
5	74.50%
6	74.50%
7	74.50%
8	74.50%
9	74.50%
10	74.50%
11 AND LATER	87.50%]

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

INSURED: [JOHN DOE]
 POLICY NUMBER: [LNL-0005049]
 FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE
 COST OF INSURANCE RATES PER \$1,000 OF INITIAL SPECIFIED AMOUNT

POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE
[1	0.00000	0.00000	31	0.15330	1.42580	61	2.95680	22.26580
2	0.00760	0.06000	32	0.15840	1.56830	62	3.16630	23.64910
3	0.00980	0.07160	33	0.16050	1.71250	63	3.38120	25.12410
4	0.01120	0.08410	34	0.16340	1.86830	64	3.60160	26.69830
5	0.01270	0.09580	35	0.16260	2.02750	65	3.82660	28.37830
6	0.01360	0.10750	36	0.16210	2.22250	66	0.00000	30.17500
7	0.01530	0.11910	37	0.18410	2.44000	67	0.00000	31.60080
8	0.01720	0.13080	38	0.21120	2.72750	68	0.00000	33.12000
9	0.01940	0.14410	39	0.23890	3.02910	69	0.00000	34.73660
10	0.02130	0.16000	40	0.27370	3.34750	70	0.00000	36.45660
11	0.02400	0.18160	41	0.30960	3.69410	71	0.00000	38.26080
12	0.02640	0.20580	42	0.34630	4.05330	72	0.00000	40.17910
13	0.02950	0.23410	43	0.38310	4.47000	73	0.00000	42.21830
14	0.03280	0.26160	44	0.42890	4.95500	74	0.00000	44.38580
15	0.03670	0.28910	45	0.47460	5.51250	75	0.00000	46.68830
16	0.04080	0.31330	46	0.53040	6.11750	76	0.00000	49.13250
17	0.04510	0.34080	47	0.59950	6.80250	77	0.00000	51.72830
18	0.04960	0.37000	48	0.68270	7.51000	78	0.00000	54.48330
19	0.05420	0.40830	49	0.76760	8.26580	79	0.00000	57.40910
20	0.05950	0.44910	50	0.87220	9.10000	80	0.00000	60.51250
21	0.06500	0.49500	51	0.98220	10.02580	81	0.00000	63.80580
22	0.07150	0.54750	52	1.09340	11.04910	82	0.00000	67.29910
23	0.07820	0.60330	53	1.20720	12.15660	83	0.00000	71.00410
24	0.08540	0.66000	54	1.34140	13.33500	84	0.00000	74.93500
25	0.09380	0.72330	55	1.47750	14.56830	85	0.00000	79.10160
26	0.10320	0.82080	56	1.63170	15.84410	86	0.00000	83.33330]
27	0.11160	0.91250	57	1.84410	17.02500			
28	0.12220	1.02580	58	2.08640	18.24580			
29	0.13120	1.15250	59	2.34670	19.52330			
30	0.14290	1.28580	60	2.63530	20.86580			

THE COST OF INSURANCE RATES ABOVE ARE USED IN DETERMINING THE COVERAGE PROTECTION GUARANTEE ACCOUNT VALUE.

PLAN OF INSURANCE FLEXIBLE PREMIUM
 ADJUSTABLE LIFE

INSURED: [JOHN DOE]
POLICY NUMBER: [LNL-0005049]
FORM NUMBER: [J-5899]

COVERAGE PROTECTION GUARANTEE RIDER

COVERAGE PROTECTION GUARANTEE TABLE OF ADMINISTRATIVE CHARGES

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
[1	39.62	31	39.00	61	39.00
2	39.00	32	39.00	62	39.00
3	39.00	33	39.00	63	39.00
4	39.00	34	39.00	64	39.00
5	39.00	35	39.00	65	39.00
6	39.00	36	39.00	66 AND	0.00]
7	39.00	37	39.00	LATER	
8	39.00	38	39.00		
9	39.00	39	39.00		
10	39.00	40	39.00		
11	39.00	41	39.00		
12	39.00	42	39.00		
13	39.00	43	39.00		
14	39.00	44	39.00		
15	39.00	45	39.00		
16	39.00	46	39.00		
17	39.00	47	39.00		
18	39.00	48	39.00		
19	39.00	49	39.00		
20	39.00	50	39.00		
21	39.00	51	39.00		
22	39.00	52	39.00		
23	39.00	53	39.00		
24	39.00	54	39.00		
25	39.00	55	39.00		
26	39.00	56	39.00		
27	39.00	57	39.00		
28	39.00	58	39.00		
29	39.00	59	39.00		
30	39.00	60	39.00		

THE ADMINISTRATIVE CHARGES ABOVE, USED IN DETERMINING THE COVERAGE PROTECTION GUARANTEE ACCOUNT VALUE, ARE BASED ON THE INITIAL SPECIFIED AMOUNT.

THE **POLICY CHANGES AND THE COVERAGE PROTECTION GUARANTEE PROVISION** OF THE ATTACHED COVERAGE PROTECTION GUARANTEE RIDER IS MODIFIED BY ADDING THE FOLLOWING LANGUAGE:

A DEATH BENEFIT OPTION CHANGE FROM OPTION I TO OPTION II OR FROM OPTION II TO OPTION I WILL REQUIRE A CHANGE TO THE COVERAGE PROTECTION GUARANTEE TABLE OF ADMINISTRATIVE CHARGES.

PLAN OF INSURANCE FLEXIBLE PREMIUM
ADJUSTABLE LIFE

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Coverage Protection Guarantee Rider

This Rider is a part of the policy to which it is attached and takes effect on the Policy Date. This Rider is subject to the terms and conditions of the policy unless otherwise stated herein.

Summary of Rider Benefits The addition of this Rider to Your policy can ensure that Your coverage will continue even if the Cash Surrender Values are insufficient to cover the monthly deductions.

How does the Coverage Protection Guarantee work? The guarantee references an "alternate" value (Coverage Protection Value) calculated by utilizing monthly deduction charges and credited interest rates. All charges and interest rates used in the Coverage Protection Value calculation are fixed and are guaranteed not to increase or decrease for the Initial Specified Amount. You will be notified of any increase in Coverage Protection Guarantee charges due to an increase in Specified Amount. The Coverage Protection Value is not used in determining the actual Policy Value, it is simply a reference value used to determine whether the Coverage Protection Guarantee is in effect.

Note that the length of time the Coverage Protection Guarantee can keep Your policy in force may vary based on the following factors:

- Changes in premium frequency, timing or amount. As an example, if Your initial planned premium payments will satisfy the Coverage Protection Guarantee Test (CPG Test) to the Insured's Attained Age 85, but You later decide You would like the CPG Test, as defined in the Coverage Protection Guarantee Provision below, to be satisfied to the Insured's Attained Age 100, You may request information on the amount of increase in the planned premium that would be required to achieve this modified objective.
- Policy changes such as loans, partial surrenders, changes in the death benefit and addition or removal of riders.

In addition, if You have allowed the policy to lapse longer than the period of time referenced on the policy specifications page, the guarantee is permanently lost.

We will provide You with an annual notification of the status of Your policy and the Coverage Protection Guarantee, which You should review carefully.

Coverage Protection Guarantee When the Coverage Protection Guarantee is in effect, this guarantee will provide that the policy to which it is attached will not enter the grace period because the policy's Cash Surrender Value is insufficient to cover the current monthly deductions as defined in the policy.

The Coverage Protection Guarantee is in effect if the CPG Test is satisfied. The CPG Test is satisfied if the total of the Coverage Protection Accounts (herein referred to as "CPA I", "CPA II" and "CPA III" or the "account(s)") equals or exceeds Debt. The Coverage Protection Accounts are used only for determining whether the Coverage Protection Guarantee is in effect, and are not used in calculating the actual Policy Value provided under this policy.

If at any time, while the CPG Test is satisfied, the planned duration of the Coverage Protection Guarantee is shortened by a reduction You have made in the amount or a change You have made to the timing of Your planned premiums paid, You may pay additional premiums or a single lump sum premium (up to the limits described in this provision) in order to restore the original duration of the Coverage Protection Guarantee.

If at any time the CPG Test fails, You may pay additional premium within the allowable limits established by the Compliance with the Internal Revenue Code Provision and Modified Endowment Provision of the policy in order to reactivate the Coverage Protection Guarantee, provided the policy has not lapsed for a period in excess of what is defined in the Coverage Protection Guarantee Reinstatement Period on the policy specifications page. The amount required to reinstate the Coverage Protection Guarantee will be the amount on the next Monthly Anniversary Day that is sufficient to satisfy the CPG Test and to keep the Coverage Protection Guarantee in effect for at least 2 policy months. You may also request to increase the planned premium noted on the policy specifications page, within the allowable limits established by the Compliance with the Internal Revenue Code Provision and Modified Endowment Provision of the policy, as a means of extending the period for which the CPG Test will be satisfied. The status of the Coverage Protection Guarantee will be communicated to You via the Annual Report.

Coverage Protection Value The value of CPA I, CPA II and CPA III on the Policy Date will be equal to any Coverage Protection Guarantee net premiums allocated to each account, minus the first monthly deduction. The value of each account is then determined on a Monthly Anniversary Day by accumulating with any interest, any value for the prior month increased by any Coverage Protection Guarantee net premium credited to that account and decreased by monthly deductions charged to that account and by the reduction in value caused by any partial surrender and by any surrender charge due to any decrease in Specified Amount allocated to that account since the preceding Monthly Anniversary Day.

The total of the Coverage Protection Accounts may become less than zero.

On any day other than a Monthly Anniversary Day, the value of each account will be the value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month charged to that account and by the reduction in value caused by any partial surrender charged to that account since the preceding Monthly Anniversary Day. For the purposes of this paragraph, "Policy Date" will replace the reference to "the preceding Monthly Anniversary Day" for determining the values in the first policy month after issue.

Coverage Protection Guarantee Net Premium Each Coverage Protection Guarantee net premium will be determined by multiplying each premium received by the Coverage Protection Guarantee Net Premium Factor shown on the policy specifications page.

Interest Rate The interest rates are shown for each account on the policy specifications page.

Monthly Deduction The monthly deduction for all policy months through the Insured's Attained Age 121 will be calculated as (1) plus (2) plus (3) plus (4) minus (5) minus (6) where:

- (1) is the Coverage Protection Guarantee cost of insurance for the policy month as calculated according to the Coverage Protection Guarantee Cost of Insurance Provision below.
- (2) is the administrative charge for the applicable policy year. The Coverage Protection Guarantee Table of Administrative Charges on the policy specifications page will be used.
- (3) is the maximum guaranteed cost and/or administrative charges for any attached Riders or benefits shown on the policy specifications pages as being due for the policy month.
- (4) is the Coverage Protection Guarantee Monthly Processing Fee as shown on the policy specifications page.
- (5) is the Coverage Protection Guarantee Bonus (Bonus), which may or may not be applied to the monthly deduction calculation based on the CPA III account value. If the CPA III account value on the Monthly Anniversary Day after subtracting steps (2), (3), and (4) is greater than zero, the Bonus will not apply. If the CPA III account value is equal to or less than zero, the Bonus will apply and will be calculated as the total of (a) times (b) times (c) where:
 - (a) is the Coverage Protection Guarantee Bonus Rate as noted on the policy specifications page; and
 - (b) is the total of all Coverage Protection Accounts on the Monthly Anniversary Day after subtracting the monthly deduction steps (2), (3), and (4); and
 - (c) is the applicable Coverage Protection Guarantee cost of insurance rate divided by 1000.
- (6) is equal to zero for policy months 1-12 and for policy month 13 through the Insured's Attained Age 121 is equal to the greater of (a) or (b) where:
 - (a) is equal to the administrative charge for the applicable policy year noted in (2) minus the value of CPA II minus the value of CPA I, and:
 - (b) is equal to zero.

The value of CPA I and CPA II, as referenced in (a), will be defined as the respective account values on the Monthly Anniversary Day prior to the monthly deduction being taken.

If there is an increase in Specified Amount, additional charges will be in effect for the increase as described in the Rider provision entitled "Policy Changes and the Coverage Protection Guarantee".

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month.

The net amount at risk for an account is computed as (1) minus (2) where:

- (1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the CPA III guaranteed interest rate.
- (2) is the total of all Coverage Protection Accounts on the Monthly Anniversary Day after subtracting monthly deduction steps (2), (3) and (4), but not less than zero.

Cost of Insurance Rates The monthly cost of insurance rates for use in the account calculations are shown in the Coverage Protection Guarantee Cost of Insurance Tables A and B on the policy specifications page. Table B will be applied if CPA III is not equal to zero, otherwise Table A will be applied. The rate in the designated table will apply to all accounts. The value of CPA III used will be the CPA III account value on the Monthly Anniversary Day after subtracting only the monthly deduction steps (2), (3), and (4).

Changes in Rates The cost of insurance rates and the interest rates described in the Coverage Protection Guarantee Provisions are fixed and guaranteed for the Initial Specified Amount and are not subject to change. However, rates are subject to change due to policy changes as described within the Policy Changes and the Coverage Protection Guarantee Provision.

Allocation Among Accounts Coverage Protection Guarantee Net Premiums, partial surrenders, surrender charges due to any decrease in Specified Amount and monthly deductions will be allocated among the accounts by the following rules:

- **Coverage Protection Guarantee Net Premiums**

(1) Premiums in the First Policy Year:

- a. If the total of all accounts equals or exceeds zero, allocate to CPA I.
- b. If the total of all accounts is less than zero and the premiums paid are either the initial premium or premium due to an exchange that meets the requirements of Section 1035 of the Internal Revenue Code, allocate to CPA III until it reaches zero, then allocate the balance to CPA I.
- c. If the total of all accounts is less than zero, for all other premiums paid (excluding those received in accordance with b. above) allocate to CPA III.

(2) Premiums in the Second and Subsequent Policy Years:

- a. If the total of all accounts equals or is less than zero, allocate to CPA III.
- b. If the total of all accounts exceeds zero, allocate to CPA II.

- **Partial Surrenders and Surrender Charges Due to a Decrease in Specified Amount**

Partial surrenders and surrender charges due to any decrease in Specified Amount will result in a pro-rata reduction to the value of each of the accounts in the same proportion as the reduction in policy Cash Value.

- **Monthly Deductions**

- (1) Allocate to CPA III until it is reduced to zero.
- (2) Allocate balance to CPA II until it is reduced to zero.
- (3) Allocate any additional balance to CPA I until it is reduced to zero.
- (4) Allocate remaining balance to CPA III (in addition to any allocation to CPA III made in (1) above).

Disability Waiver of Specified Premium Benefit If a Disability Waiver of Specified Premium Benefit Rider is attached to this policy, any premium paid to this policy as a benefit of the Disability Waiver of Specified Premium Rider will be applied as premium for the purposes of determining if the Coverage Protection Guarantee is in effect.

Policy Changes and the Coverage Protection Guarantee Rate Class changes that result in a more favorable mortality rating for the Insured will require a change to the Coverage Protection Guarantee Cost of Insurance Rates.

An increase in Specified Amount will be subject to additional Coverage Protection Guarantee Cost of Insurance Rates, Coverage Protection Guarantee Table of Administrative Charges and Coverage Protection Guarantee Monthly Processing Fee applicable to the increase. You will be notified should any of these changes occur. Decreases in Specified Amount for the policy or any attached Rider and death benefit option changes will not require a change to the Coverage Protection Guarantee Cost of Insurance Rates or the Coverage Protection Guarantee Table of Administrative Charges or the Coverage Protection Guarantee Monthly Processing Fee noted on the policy specifications pages.

There will be no impact on the Coverage Protection Guarantee Net Premium Factor noted on the policy specifications page due to any of the changes detailed above.

Termination This Rider will terminate upon the earliest of the following events:

- (1) The policy terminates or is surrendered for its Cash Surrender Value;
- (2) The policy lapses and is not reinstated within the Coverage Protection Guarantee Reinstatement Period as noted on the policy specifications page; or
- (3) Upon Your written request that the Rider be terminated.

Impact on Policy Provisions

The addition of this Rider to Your policy will impact the following policy provisions:

Grace Period and the Coverage Protection Guarantee Rider When the CPG Test is met, this Rider will provide that the policy will not enter the grace period if the policy Cash Surrender Value is insufficient to cover the current monthly deduction. The grace period will not begin and the policy to which this Rider is attached will not be subject to termination under the Grace Period Provision of the policy. The Grace Period Provision of the policy as stated will otherwise apply.

Policy Reinstatement and the Coverage Protection Guarantee Rider The Coverage Protection Guarantee Rider may be reinstated at the time of policy reinstatement if application for reinstatement is received during the Coverage Protection Guarantee Reinstatement Provision Period as shown on the policy specifications page. In order to reinstate the Coverage Protection Guarantee Rider, We will require payment at the time of policy reinstatement of the lesser of:

- (1) The amount that results in a Cash Surrender Value on the date of reinstatement that is sufficient to keep this policy in force for at least 2 months; or
- (2) The amount required to reinstate the Coverage Protection Guarantee Rider on the date of reinstatement that is sufficient to satisfy the CPG Test and to keep the Coverage Protection Guarantee in effect for at least 2 policy months.

You will be advised at the time of reinstatement of the amount required. In order for the guarantee described in the Coverage Protection Guarantee Rider to become effective, additional payment may be required if the amount in (1) above is paid.

Continuation of Insurance The addition of the Coverage Protection Guarantee Rider to the policy provides that the policy and all riders will continue in force as long as either the Cash Surrender Value is sufficient to cover the monthly deduction or the total of the Coverage Protection Accounts equals or exceeds Debt. If neither amount is sufficient and no additional premiums are paid, the policy will terminate according to the Grace Period Provision.



[Secretary]

<i>SERFF Tracking Number:</i>	<i>JEPL-126130874</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Lincoln National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42669</i>
<i>Company Tracking Number:</i>	<i>UL 5049 ET AL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>UL 5049 et al LifeGuarantee UL/LifeGuarantee Plus UL 2009</i>		
<i>Project Name/Number:</i>	<i>/UL 5049 et al</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:

Satisfied - Item: Flesch Certification

Comments:

Please see Certification of Compliance with Regulations 19 and 49. Also, please find Flesch Certification attached below.

Attachments:

AR_Cert. of Compliance.pdf

AR_Readability.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Application

Comments:

We will use previously approved application LFF06321, which was approved on 06/16/2008 under file # 39195. Please see a copy attached below.

Attachment:

Generic_LFF06321.pdf

ARKANSAS

CERTIFICATE OF COMPLIANCE

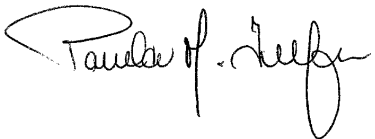
The Lincoln National Life Insurance Company

**Re: UL-5049 – Flexible Premium Adjustable Life Insurance Policy
with Policy Data Pages F5149-A
F5149-B – Policy Data Pages used with policy UL 5049
J-5899 – Coverage Protection Guarantee Rider**

To the best of my knowledge and belief, the policy form listed above complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance department.

To the best of my knowledge and belief we are in compliance with the requirements of Arkansas Code Ann. 23-79-138. We provide a document entitled "Important Information to Policyholders" which contains the required information.

To the best of my knowledge and belief we are in compliance with the requirements of Regulation 49 and we provide the required Guaranty Association notice.



Pamela M. Telfer, AVP
Product Compliance

Date: May 18, 2009

Arkansas

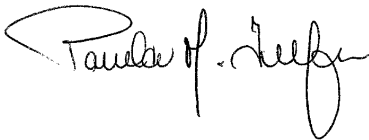
READABILITY CERTIFICATION

The Lincoln National Life Insurance Company

Re: UL 5049 – Flexible Premium Adjustable Life Insurance Policy with Policy Data Pages F5149-A
F5149 - B Policy Data Pages used with policy UL 5049
J-5899 – Coverage Protection Guarantee Rider

We hereby certify that the attached Form(s) is (are) in compliance with the Rules and Regulation requirements regarding Life, Annuities, and Accident and Sickness Insurance Language Simplification Standards and has (have) achieved a Flesch Reading Ease score of:

<u>Form Number:</u>	<u>Flesch:</u>
UL 5049 combined with policy data pages F5149-A	50.33
F5149-B combined with policy UL 5049	50.33
J-5899	52.17



Pamela M. Telfer, Assistant Vice President
Product Compliance

Date: May 18, 2009

APPLICATION FOR LIFE INSURANCE - PART I

APPLICANT INFORMATION - PROPOSED INSURED A (Required Section)

1. Proposed Insured A (First, Middle, Last)		2. <input type="checkbox"/> Male <input type="checkbox"/> Female
3. Date of Birth (If over age 70, please complete Section D.) (mm/dd/yy)	4. Soc. Sec. No.	5. Are you a citizen of the United States? <input type="checkbox"/> Y <input type="checkbox"/> N If "No," what country?
6. Place of Birth (State, Country)	7. Driver's License # & State	
8. Home Address (Street, City, State, ZIP)		
9. Occupation/Duties	10. Employer	
11. Business Address (Street, City, State, ZIP)		
12. Annual Earned Income \$	13. Annual Unearned Income \$	14. Net Worth \$
15. In the last 5 years have you filed for bankruptcy? <input type="checkbox"/> Y <input type="checkbox"/> N (If "Yes," please complete the Financial Supplement.)	16. Primary Phone # <input type="checkbox"/> AM <input type="checkbox"/> PM	17. Work Phone # <input type="checkbox"/> AM <input type="checkbox"/> PM

COVERAGE INFORMATION (As available per product)

18. Plan of Insurance _____ 19. Amount of Insurance \$ _____
(Specified Amount, if UL or VUL)

20. (i) Death Benefit Option (Complete for Universal Life and Variable Universal Life Product only - not required for Term or Whole Life.)
☐ Level ☐ Increase by Cash Value ☐ Increase by Premium ☐ Increase by Premium Less Policy Factor

(ii) Death Benefit Qualification Test (DBQT) - For IRS purposes, premiums will be tested using the Guideline Premium Test unless
☐ Cash Value Accumulation Test is checked (not available on all products or with all riders).
The DBQT cannot be changed after issue unless the terms of the policy require a change.

21. Save Age? ☐ Y ☐ N (If not saving age, policy will be current dated.)

22. Additional Benefits and Riders: (If applicable)	<input type="checkbox"/> Waiver of Premium
<input type="checkbox"/> Supplemental Coverage \$ _____	<input type="checkbox"/> Waiver of Monthly Deductions
<input type="checkbox"/> Term on Spouse/Other Insured Rider \$ _____ (Please complete Section B - Applicant Information - Proposed Insured B)	<input type="checkbox"/> Waiver of Specified Premium \$ _____
<input type="checkbox"/> Accelerated Benefit Rider	<input type="checkbox"/> Children's Term Insurance Rider (Complete Child's Supplement)
<input type="checkbox"/> Other Benefits and Riders (not listed above). (Please provide full details: e.g. coverage amounts/percentages/etc.):	

BILLING INSTRUCTIONS (As available per product)

23. Premium Mode: ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly (EFT) ☐ Other _____

24. Modal Planned Premium: \$ _____ 25. Lump Sum: \$ _____ ☐ 1035 Exchange

26. Special Billing: (check one, if applicable) ☐ New List Bill ☐ Existing List Bill Number: _____

27. Source of Premium: _____ (inheritance, loan, business activity) 28. Automatic Premium Loan: ☐ Y ☐ N
(Complete for Whole Life only.)

29. Premium Notices To: (check one only.) (Please note we cannot bill to your agent.)
☐ Owner in Question 31 ☐ Owner in Question 37 ☐ Insured at Business ☐ Insured at Residence ☐ Other (indicate below)

30. Special Instructions:

OWNER INFORMATION *(If left blank, Proposed Insured(s) will be owner)*

31. Owner Name

32. Owner Address

33. Relationship to
Proposed Insured(s)

34. Owner Soc. Sec. No. / TIN

35. Date of Birth/Trust Date

36. Citizen of (Country)

37. Owner Name

38. Owner Address

39. Relationship to
Proposed Insured(s)

40. Owner Soc. Sec. No. / TIN

41. Date of Birth/Trust Date

42. Citizen of (Country)

43. Is this policy being purchased as part of an employer owned life insurance program where the employer is the direct or indirect beneficiary of the policy? ☐ Y ☐ N**BENEFICIARY DESIGNATION** *(Unless otherwise stated below, if multiple beneficiaries are named in a class (Primary, Contingent), the proceeds are to be paid equally to the survivor or survivors, if any, in the class.)*Select Primary (P) or Contingent (C) Beneficiary for each line completed. If Trust, check here ☐.

44. <input type="checkbox"/> P <input type="checkbox"/> C	a. Name/Trust name & Trustees	b. Soc. Sec. No./TIN
		c. Relationship to Proposed Insured
45. <input type="checkbox"/> P <input type="checkbox"/> C	a. Name/Trust name & Trustees	b. Soc. Sec. No./TIN
		c. Relationship to Proposed Insured
46. <input type="checkbox"/> P <input type="checkbox"/> C	a. Name/Trust name & Trustees	b. Soc. Sec. No./TIN
		c. Relationship to Proposed Insured
47. <input type="checkbox"/> P <input type="checkbox"/> C	a. Name/Trust name & Trustees	b. Soc. Sec. No./TIN
		c. Relationship to Proposed Insured
48.	Special Instructions	

APPLICANT INFORMATION - PROPOSED INSURED A49. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐ Y ☐ N
*(If "Yes", please complete and sign all required replacement forms.)*50. Please list amounts of all inforce life insurance on your life, including any policies that have been sold. *(Please list in the box below.)***If none, check this box:** ☐

Please indicate the Type of coverage: Business (B); Key Person (K); or Personal (P).

Company	Face Amount	Policy Number	Issue Date (mm/dd/yy)	Replacement or Change of Policy?	1035 Exchange	Type
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	

51. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? (If "Yes," please provide details in the space provided.)

☐ Y ☐ N

Company	Amount	Type (Life or Disability)	Reason Policy Applied For
	\$		
	\$		

52. What is the total amount of new life insurance coverage that will be placed in force with all companies including this application? \$

53. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? (If "Yes," please complete the Premium Financing Supplement.)

☐ Y ☐ N

54. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? (If "Yes," provide further information in the "Details" space provided.)

☐ Y ☐ N

GENERAL RISK INFORMATION - PROPOSED INSURED A

55. Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member? (If "Yes," an Aviation Supplement is required; this includes balloon pilots.)

☐ Y ☐ N

56. Do you plan to participate, or have you participated within the past 2 years; in motor vehicle or boat racing, in hang gliding, sky or scuba diving, or mountain, rock or technical climbing; or in similar sports? (If "Yes," an Avocation Supplement is required.)

☐ Y ☐ N

57. Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year? (If "Yes," a Foreign Travel or Residence Supplement is required.)

☐ Y ☐ N

58. In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? (If "Yes," please indicate what type and dates in the "Details" space provided.)

☐ Y ☐ N

59. Have you ever been convicted of or are you awaiting trial for a felony? (If "Yes," please indicate type, date and city/state of felony and if currently on probation or parole, in the "Details" space provided.)

☐ Y ☐ N

60. Are you a member of, or applied to be a member of, or received a notice of required service in, the armed forces, reserves or National Guard? (If "Yes," please indicate if Retired or active; list branch of service, rank, duties, mobilization category and current duty station; if a notice of deployment has been received, to where and when; in the "Details" space provided.)

☐ Y ☐ N

61. Have you ever used tobacco or products containing nicotine (including, but not limited to, chew tobacco, snuff, nicotine gum and/or patches)? (If "Yes," list below.)

☐ Y ☐ N

Type: Date First Used: Date Last Used: Amount and Frequency:

MEDICAL INFORMATION - PROPOSED INSURED A (Answer this section only when required.)

62. Provide full name/address/phone number of personal physician(s) and any other physicians seen within the past 5 years.

a. Date and reason of last visit:

b. Tests performed & treatment received:

63. Height _____ ft. / _____ in. a. Has your weight changed by more than 10 pounds during the past 12 months? ☐ Y ☐ N
Weight _____ lbs. b. If "Yes," by how many pounds? _____ ☐ Gain ☐ Loss

64.	Age if Living & Health Status	Diabetes, Cancer, Heart Disease? (include age of onset)	Age at Death & Cause
a. Father			
b. Mother			
c. Sibling(s)			

65. **Details:** (List details from questions answered "Yes" and please specify to which question numbers details pertain.)

SECTION A - HEALTH SUMMARY

APPLICANT INFORMATION - PROPOSED INSURED A

(Complete if not submitting a Medical Supplement - Part II of Application or to initiate underwriting process.
See Underwriting Guidelines for further details.)

1. Proposed Insured A (First, Middle, Last)	2. Date of Birth (mm/dd/yy)																																																																					
<p>► If you answer "Yes" to any of the following questions, please provide further information in the "Details" space provided.</p>																																																																						
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Any complication of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>j. Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>k. Any disorder of the eyes, ears, nose or throat?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>l. Any mental or physical disorder medically or surgically treated condition not listed above?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>6. Have you ever been diagnosed as having or been treated by a licensed medical professional for Acquired Immune Deficiency Syndrome or an AIDS related condition?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>7. Do you use alcoholic beverages? (If "Yes", provide Type, Frequency & Amount.)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Type _____ Frequency _____ Amount _____</td> <td></td> <td></td> </tr> <tr> <td>8. Have you ever been treated for drug or alcohol abuse or been advised by a licensed medical professional to limit your use of alcohol or any medication, prescribed or not?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>9. In the past 5 years have you used or experimented with cocaine, marijuana, or other non-prescription stimulants, depressants, or narcotics?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>10. List all medication and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over the counter drugs, aspirin and herbal supplements.</td> <td></td> <td></td> </tr> <tr> <td colspan="3">11. 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Any tumor, cancer, cysts, melanoma, lymphoma or any disorder of the lymph nodes?	<input type="checkbox"/>	<input type="checkbox"/>	c. Anemia, leukemia, clotting disorder or any other blood disorder?	<input type="checkbox"/>	<input type="checkbox"/>	d. Diabetes, elevated blood sugar, thyroid, or other endocrine or glandular disorder?	<input type="checkbox"/>	<input type="checkbox"/>	e. Asthma, emphysema, shortness of breath, allergies, sleep apnea, tuberculosis, sarcoidosis, persistent hoarseness or shortness of breath or any other disorder of the respiratory system?	<input type="checkbox"/>	<input type="checkbox"/>	f. Seizures, fainting, dizziness, epilepsy, stroke, paralysis or other neurologic or brain disorder?	<input type="checkbox"/>	<input type="checkbox"/>	g. Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	<input type="checkbox"/>	<input type="checkbox"/>	h. Ulcers, colitis, jaundice, hepatitis, cirrhosis, gastrointestinal bleeding, or other disorder of the stomach, esophagus, liver, intestines, gallbladder, or pancreas?	<input type="checkbox"/>	<input type="checkbox"/>	i. Any complication of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?	<input type="checkbox"/>	<input type="checkbox"/>	j. Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?	<input type="checkbox"/>	<input type="checkbox"/>	k. Any disorder of the eyes, ears, nose or throat?	<input type="checkbox"/>	<input type="checkbox"/>	l. Any mental or physical disorder medically or surgically treated condition not listed above?	<input type="checkbox"/>	<input type="checkbox"/>	6. 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g. Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	<input type="checkbox"/>	<input type="checkbox"/>																																																																				
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SECTION B - ADDITIONAL INSURED

APPLICANT INFORMATION - PROPOSED INSURED B

1. Proposed Insured B (First, Middle, Last)		2. <input type="checkbox"/> Male <input type="checkbox"/> Female	
3. Date of Birth (If over age 70 please complete Section D.) (mm/dd/yy)	4. Soc. Sec. No.	5. Are you a citizen of the United States? <input type="checkbox"/> Y <input type="checkbox"/> N If "No," what country?	
6. Place of Birth (State, Country)	7. Driver's License # & State		
8. Home Address (Street, City, State, ZIP)			
9. Occupation/Duties		10. Employer	
11. Business Address (Street, City, State, ZIP)			
12. Annual Earned Income \$	13. Annual Unearned Income \$	14. Net Worth \$	
15. In the last 5 years have you filed for bankruptcy? <input type="checkbox"/> Y <input type="checkbox"/> N (If "Yes," please complete the Financial Supplement.)	16. Primary Phone # <input type="checkbox"/> AM <input type="checkbox"/> PM	17. Work Phone # <input type="checkbox"/> AM <input type="checkbox"/> PM	

18. Beneficiary for applicable Rider: a. Name		
b. Soc Sec. No./TIN	c. Relationship to Proposed Insured B	

19. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐ Y ☐ N
(If "Yes," please complete and sign all required replacement forms.)

20. Please list amounts of all inforce life insurance on your life, including any policies that have been sold. (Please list in the box below.)

If none, check this box: ☐

Please indicate the Type of coverage: Business (B); Key Person (K); or Personal (P).

Company	Face Amount	Policy Number	Issue Date (mm/dd/yy)	Replacement or Change of Policy?	1035 Exchange	Type
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	
	\$			<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	

21. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? (If "Yes," please provide details in the space provided.) ☐ Y ☐ N

Company	Amount	Type (Life or Disability)	Reason Policy Applied For
	\$		
	\$		

22. What is the total amount of new life insurance coverage that will be placed inforce with all companies including this application? \$ _____	
23. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? (If "Yes," please complete the Premium Financing Supplement.) <input type="checkbox"/> Y <input type="checkbox"/> N	
24. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? (If "Yes," provide further information in the "Details" space provided.) <input type="checkbox"/> Y <input type="checkbox"/> N	

GENERAL RISK INFORMATION - PROPOSED INSURED B

- | | |
|--|---|
| 25. Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member?
(If "Yes", an Aviation Supplement is required; this includes balloon pilots.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 26. Do you plan to participate, or have you participated within the past 2 years; in motor vehicle or boat racing, in hang gliding, sky or scuba diving, or mountain, rock or technical climbing; or in similar sports? (If "Yes", an Avocation Supplement is required.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 27. Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year?
(If "Yes", a Foreign Travel or Residence Supplement is required.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 28. In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? (If "Yes," please indicate what type and dates in space provided below.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 29. Have you ever been convicted of or are you awaiting trial for a felony? (If "Yes", please indicate type, date and city/state of felony and if currently on probation or parole, in space provided below.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 30. Are you a member of, or applied to be a member of, or received a notice of required service in, the armed forces, reserves or National Guard? (If "Yes", please indicate if Retired or active; list branch of service, rank, duties, mobilization category and current duty station; if a notice of deployment has been received, to where and when; on the space provided below.) | <input type="checkbox"/> Y <input type="checkbox"/> N |
| 31. Have you ever used tobacco or products containing nicotine (including, but not limited to, chew tobacco, snuff, nicotine gum and/or patches)? (If "Yes", list below.) | <input type="checkbox"/> Y <input type="checkbox"/> N |

MEDICAL INFORMATION - PROPOSED INSURED B *(Answer this section only when required.)*

- | | |
|--|--|
| 32. Provide full name/address/phone number of personal physician(s) and any other physicians seen within the past 5 years. | |
| a. Date and reason of last visit: | |
| b. Tests performed & treatment received: | |
| 33. Height _____ ft. / _____ in.
Weight _____ lbs. | a. Has your weight changed by more than 10 pounds during the past 12 months? <input type="checkbox"/> Y <input type="checkbox"/> N
b. If "Yes," by how many pounds? _____ <input type="checkbox"/> Gain <input type="checkbox"/> Loss |

- | 34. | Age if Living & Health Status | Diabetes, Cancer, Heart Disease?
<i>(include age of onset)</i> | Age at Death & Cause |
|---------------|-------------------------------|---|----------------------|
| a. Father | | | |
| b. Mother | | | |
| c. Sibling(s) | | | |
| | | | |

35. **Details:** *(List details from questions answered “Yes” and please specify to which question numbers details pertain.)*

SECTION C - HEALTH SUMMARY

APPLICANT INFORMATION PROPOSED INSURED B

(Complete if not submitting a Medical Supplement - Part II of Application or to initiate underwriting process.
See Underwriting Guidelines for further details.)

Proposed Insured B 1. (First, Middle, Last):	Date of Birth 2. (mm/dd/yy):																																																																					
<p>► If you answer "Yes" to any of the following questions, please provide further information in the "Details" space provided.</p> <table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>3. Have you had or been advised by a licensed medical professional to have a check-up, EKG, x-ray, blood or urine test or any other diagnostic test or are you now planning to seek medical advice or treatment for any reason?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4. Have you been a patient in a hospital, clinic, sanatorium or other medical facility, or been advised by a licensed medical professional to have any hospitalization or surgery which has not been completed?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5. Have you ever had any indication of, or been treated by a licensed medical professional for:</td> <td></td> <td></td> </tr> <tr> <td>a. Chest pain, palpitations, high blood pressure, heart disease, heart murmur, heart failure or other disorders of the heart or blood vessels?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>b. Any tumor, cancer, cysts, melanoma, lymphoma or any disorder of the lymph nodes?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>c. Anemia, leukemia, clotting disorder or any other blood disorder?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>d. Diabetes, elevated blood sugar, thyroid, or other endocrine or glandular disorder?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>e. 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SECTION D - DEFINED AGE QUESTIONNAIRE

(Complete if either Proposed Insured is age 70 or over.)

1. Proposed Insured A (First, Middle, Last) _____

2. Proposed Insured B (First, Middle, Last) _____

	Proposed Insured A	Proposed Insured B
3. Will you, the proposed insured and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
4. Have you, the proposed insured, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company or other entity created or to be created on your behalf which will have an ownership or beneficial interest in this policy?	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
5. Have you, the proposed insured, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the proposed insured, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
6. Have you, the proposed insured, ever sold a policy to a life settlement, viatical or other secondary market provider, or are you in the process of selling a policy?	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
7. Details: (List details from questions answered "Yes" and please specify to which question numbers details pertain.)		

OWNER INFORMATION

	Owner
8. Owner Name _____	
9. Will you, the proposed owner and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	<input type="checkbox"/> Y <input type="checkbox"/> N
10. Have you, the proposed owner, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company or other entity created or to be created on your behalf?	<input type="checkbox"/> Y <input type="checkbox"/> N
11. Have you, the owner, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the owner, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	<input type="checkbox"/> Y <input type="checkbox"/> N
12. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? (If "Yes", please complete the Premium Financing Application Supplement.)	<input type="checkbox"/> Y <input type="checkbox"/> N
13. Details: (List details from questions answered "Yes" and please specify to which question numbers details pertain.)	

SERVICE OFFICE ENDORSEMENTS (For Company Use Only. We will attach additional documentation as needed.)**SUITABILITY**

Complete only if applying for Variable Life Insurance and submit allocation form(s) with this Application:

1. Have you, the Proposed Insured(s) and the Owner, if other than the Proposed Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it?	<input type="checkbox"/> Y <input type="checkbox"/> N
2. Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account?	<input type="checkbox"/> Y <input type="checkbox"/> N
3. Do you understand that the cash values may increase or decrease depending on the investment performance of the funds held in the Separate Account?	<input type="checkbox"/> Y <input type="checkbox"/> N
4. With this in mind, do you believe that the policy applied for is in accord with your insurance objective and your anticipated financial needs?	<input type="checkbox"/> Y <input type="checkbox"/> N

CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNT. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.

AGREEMENT AND ACKNOWLEDGEMENT

I, the Owner, certify that the tax identification or social security number as provided by me is correct. I also certify that I am not subject to backup withholding.

Each of the Undersigned declares that:

1. This Application consists of: a) Part I (including Sections A-D if needed); b) Part II Medical Application, if required; c) any amendments to the application(s) attached thereto; and d) any supplements, all of which are required by the Company for the plan, amount and benefits applied for. This Application for Life Insurance - Part I shall be complete when it includes Application Information - Proposed Insured A, and any or none of the following (please check, as applicable, included Sections A-D):

☐ Section A- Health Summary -Proposed Insured A, ☐ Section B- Applicant Information -Proposed Insured B,
☐ Section C -Health Summary -Proposed Insured B, and ☐ Section D - Defined Age Questionnaire.

2. I/We further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made and acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/We have paid \$ _____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I/we fully understand and accept its terms. (Please complete Temporary Life Insurance Agreement and submit with application.)

3. No agent, broker or medical examiner has the authority to make or modify any Company contract or to waive any of the Company's requirements.
4. I HAVE READ, or have had read to me, the completed Application for Life Insurance before signing below. All statements and answers in this application are correctly recorded, and are full, complete and true. I confirm that upon receipt of the contract I will review the answers recorded on the application. I will notify the Company immediately if any information in the application is incorrect. Caution: If your answers on this application are incorrect or untrue, the Company may have the right to deny benefits or rescind coverage under the policy and any riders attached to it.
5. For employer owned life insurance policies, the owner hereby acknowledges its sole responsibility for ensuring that it complies with all legal and regulatory requirements related to life insurance it purchases on its employees, including appropriate disclosure to each employee whose life is insured under such a life insurance policy.
6. Corrections, additions or changes to this application may be made by the Company. Any such changes will be shown under "Service Office Endorsements". Acceptance of a policy issued with such changes will constitute acceptance of the changes. No change will be made in classification (including age at issue), plan, amount, or benefits unless agreed to in writing by the Applicant.

STATE DISCLOSURES

All jurisdictions except AR, AZ, CT, DC, FL, KS, KY, LA, ME, MN, NJ, NM, OH, OK, PA, TX, VA and WA. Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

AR, DC, KY, ME, NM, OH and PA Only. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

TRUST VERIFICATION

I/WE hereby certify that the Trustee(s) named in this application are the Trustee(s) for the named Trust, which is in full force and effect. The Company assumes no obligation to inquire into the terms of any trust agreement affecting this policy and shall not be held liable for any party's compliance with the terms thereof. The Company may rely solely upon the signature(s) of the Trustee(s) named in this application to any receipt, release or waiver, or to any transfer or other instrument affecting this policy or any options, privileges or benefits thereunder. Unless otherwise indicated, the signature(s) of all Trustee(s) named, or their successors, will be required to exercise any contractual right under the policy. The Company shall have no obligation to see to the use or application of any funds paid to the Trustee(s) in accordance with the terms of the policy. Any such payment made by the Company to the Trustee(s) shall fully discharge the Company with respect to any amounts so paid.

AUTHORIZATION

Each of the undersigned declares that:

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We authorize the Company to disclose information related to my insurability to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

I/We acknowledge receipt of the Privacy Notice and the Important Notice containing the Investigative Consumer Report and MIB, Inc. information.

This authorization shall be valid for 24 months after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

The purpose of this authorization is to allow the Company to determine eligibility for life coverage or a claim for benefits under a life policy.

☐ I elect to be interviewed if an Investigative Consumer Report is prepared.

SIGNATORY SECTION

Signed in _____, this _____ day of _____
(state) (month) (year)

Signature of Proposed Insured A
(Parent or Guardian if under 14 years of age)

Signature of Proposed Insured B (If coverage applied for)
(Parent or Guardian if under 14 years of age)

Signature of Applicant/Owner/Trustee (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a Corporation)

Signature of Applicant/Owner/Trustee (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a Corporation)

TO BE COMPLETED BY AGENT ONLY

(i) Does the applicant have any existing life insurance policies or annuities? ☐ Y ☐ N

(ii) Do you know or have you any reason to believe that replacement of insurance is involved? ☐ Y ☐ N

If a replacement is involved, I certify that only company approved sales materials were used in this sale and that copies of all sales materials were left with the applicant.

I declare that I have accurately answered all questions contained in this section.

I declare that I have provided each Proposed Insured and Owner(s) with the Important Notice as well as a copy of the Privacy Practices Notice.

Signature of Licensed Agent, Broker or Registered Representative

Name of Licensed Agent, Broker or Registered Representative
(Please Print)

APPLICABLE TO VARIABLE LIFE ONLY

I have reviewed the Application, Supplements, New Account Form and allocation forms and find the transaction suitable.

Signature of Registered Principal of Broker/Dealer

Name of Registered Principal of Broker/Dealer (Please Print)